

## AGREEMENT

*THIS AGREEMENT* ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **City of Orlando, Florida**, a Florida municipal corporation (CITY) and **Littlejohn Engineering Associates, Inc.**, a Tennessee corporation, doing business locally at 1615 Edgewater Drive, Suite 180, Orlando, Florida 32804 (ENGINEER or Consultant).

*WHEREAS*, the CITY intends to use the ENGINEER's professional engineering services as further described below, for the project to be known as the West Livingston Street Extension Final Design and the Sunrail Church Street and Lynx Central Stations Barriers to Access Project (Project); and

*WHEREAS*, the CITY and the ENGINEER now wish to enter into this Agreement 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 Agreement 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 by itself or with its Subconsultants. 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

For the Basic Services rendered, the CITY shall pay the ENGINEER a Not-to-Exceed Fee of \$225,092.54, as set forth on Exhibit I. 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 Agreement shall be completed by the end of business (5:00 p.m.) on December 31, 2014. It is also agreed that the CITY shall have an option for extension of this Agreement, 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. 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 Agreement. 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 Agreement, 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, an updated CD-ROM of the design files and an updated Project schedule in detail and format acceptable to CITY. Invoices shall invoice costs site-specifically and include an overall programmatic task to include costs that would be shared across all sites, such as generic quality assurance project plan development. Site-specific sampling and analysis plans will be accounted for site specifically. Prior to submission of each of the Invoices, ENGINEER shall comply with the monthly reporting requirements of Subsection 15.18.4.

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 of 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 Policy and Procedures Manual.

## 5.3. Payments by Owner

5.3.1. All Services' payments (Payment) shall be made by the CITY to the ENGINEER within thirty (30) calendar days of the CITY's receipt of a proper Invoice, detailed description of Services performed, updated design files in CD-ROM format, updated Project schedule and the monthly reporting required in Subsection 15.18.4 (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. The ENGINEER shall make payments to its Subconsultants for satisfactory performance of the Subconsultants' services no later than thirty (30) days from receipt of Payment from the City.

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 Agreement 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 Agreement. The Books shall identify the Services rendered during each month of the Agreement, 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 Agreement for five (5) years after receipt of final payment under the Agreement and all other pending matters related to the Agreement 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 Agreement 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 Agreement. 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 Agreement 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 sole 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 Agreement.

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 Agreement. 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 its 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 Agreement, 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 Agreement, 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 Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This Subsection does not affect any other portion of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement, the CITY may terminate this Agreement in whole or in part if the ENGINEER substantially fails to perform any obligation under this Agreement 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 Agreement upon twenty (20) calendar days notice to the ENGINEER. The ENGINEER may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, 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 Agreement, the CITY shall pay ENGINEER for Services actually rendered and contracted for under this Agreement, 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 Agreement 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 Agreement is terminated for the convenience of the CITY.

#### 7.4. Delivery of Materials Upon Termination

In the event of termination of this Agreement by the CITY, prior to the ENGINEER's satisfactory completion of all the Services described or alluded to herein, the ENGINEER shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, CD-ROM design files, record drawings; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the ENGINEER pursuant to this Agreement. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The ENGINEER shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

### SECTION 8 MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

#### 8.1. General

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

#### 8.2. Reuse of Documents; Publication

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. In the event that any work performed pursuant to this Agreement is funded directly or indirectly by the federal government, the federal awarding agency (and, if applicable, any intermediary state agency including but not limited to the East Central Florida Regional Planning Council) shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor (including ENGINEER) purchases ownership with grant support. All deliverables, when and if published, shall contain such acknowledgement and disclaimer as may be required by United States Department of Housing and Urban Development ("HUD") or the HUD Cooperative Agreement regarding acknowledgement of federal support for the work and any necessary disclaimer regarding governmental endorsement of any findings or conclusions contained in the deliverables.

## SECTION 9 NOTICES

All notices denominated as such by this Agreement, 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 the ENGINEER:

Lennie Arnold, P.E.  
Littlejohn Engineering Associates, Inc.  
1615 Edgewater Drive, Suite 180  
Orlando, Florida 32804

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 CITY's Project Manager and the City Clerk separately, at:

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

With a copy to:

Chief Procurement Officer  
City of Orlando  
City Hall, 4<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida, 32801

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

## SECTION 10 CONFLICTS OF INTEREST

The ENGINEER represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the ENGINEER to be conducted hereunder. The ENGINEER further represents and warrants to the CITY that it has not employed (or retained for a commission, percentage, brokerage, contingent fee, or other consideration) any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, 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 Agreement. Further, the ENGINEER also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. 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 Agreement 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 Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

## SECTION 12 PROJECT MANAGER

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 Agreement, including but not limited to transmitting all instructions, receiving information, notifying ENGINEER of any breaches of this Agreement 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 Agreement. Any action that may be taken by the CITY's

Director of Public Works or his designee related to this Agreement, may also be taken by the CITY's Chief Procurement Officer or her designee. Notwithstanding the preceding, any final action by the CITY to terminate this Agreement in whole, whether for cause or convenience, may only be taken by the CITY's Chief Procurement Officer or her designee.

### 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 or her Project duties, or his or her employment is otherwise terminated or curtailed by the ENGINEER, or if the ENGINEER's Project Team member terminates his or her 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 Agreement. This provision shall survive the expiration or termination of the Agreement.

#### 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 Agreement 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 Agreement:

#### 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 Agreement, 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 Agreement 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 Agreement. 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 Agreement; then the CITY may, at its sole option, terminate this Agreement 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. In accordance with the requirements of 40 CFR Part 7, the CITY does not discriminate on the basis of race, color, creed, national origin, disability, religion, or sex in the administration of programs or services for which funding has been received from the HUD or other federal agencies. 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 Agreement on the grounds of such person's race, color, creed, national origin, disability, religion, or sex; 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 Agreement, 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, including but not limited to the Americans with Disabilities Act. 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.

15.1.3. Licenses. The ENGINEER shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, 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 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 Agreement 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 Agreement, 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 Agreement with the ENGINEER.

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

## 15.2. Engineer Not Agent of City

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

## 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. ENGINEER and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state, and local laws, rules and regulations governing the work performed hereunder, including all licensing requirements. ENGINEER shall require compliance with the terms of this Agreement in all subcontracts.

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 Agreement 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 Agreement 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 Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the ENGINEER shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement 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 Agreement 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 Agreement.

#### 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.

#### 15.6. 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 Agreement, 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 Agreement.

#### 15.7. Entire Agreement

This Agreement, 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 Agreement 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 Agreement 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 Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

#### 15.11. Headings

The headings of the Sections or Subsections of this Agreement 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 Agreement.

#### 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 Agreement, 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 Agreement.

#### 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 Agreement, or to exercise any right or remedy as provided in this Agreement, 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 Agreement 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 Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement 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 Agreement 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 Agreement 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 Non-Exclusive Contract.

This Agreement 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.

#### 15.17. Federal Requirements

15.17.1. HUD Cooperative Agreement. The work to be performed under this Agreement is being funded in whole or in part with funds received from the U.S. Department of Housing and Urban Development ("HUD") through a HUD Cooperative Agreement ("HUD Cooperative Agreement") with the East Central Florida Regional Planning Council. A copy of the HUD Cooperative Agreement is attached to this Agreement as Exhibit "III" and is incorporated herein by this reference. ENGINEER shall comply with, and require its subcontractors by written agreement to comply with, any and all requirements of the HUD Cooperative Agreement and HUD applicable to ENGINEER and its subcontractors performing work funded with such funds, including but not limited to 24 CFR Part 85 and applicable OMB Circulars. In the event of non-compliance by the ENGINEER or its subcontractors with the HUD Cooperative Agreement requirements, ENGINEER shall reimburse the CITY all cooperative agreement funds received if it or the CITY is required to do so by the HUD or other federal or state entity having jurisdiction or authority. To the extent that any applicable statutes, rules, or regulations, or the HUD Cooperative Agreement itself, requires the inclusion of any language into the Agreement between the CITY and ENGINEER, such language shall be deemed included and made a part of this Agreement by this reference as if fully reproduced herein. Prior to commencing any work, ENGINEER shall execute and submit to the CITY, and shall require its subcontractors to execute and submit to the CITY, all certifications required by applicable statutes, rules, or regulations, or by the HUD Cooperative Agreement, if any.

15.17.2 Indemnity of Funding Entities. ENGINEER agrees to indemnify and hold harmless the East Central Florida Regional Planning Council, the State of Florida, the Federal Government and their agencies (including but not limited to HUD) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the ENGINEER's, its officers', agents', employees' and subcontractors' acts or omissions associated with the Agreement.

15.17.3 Additional Remedies. In addition to any other remedies provided for in the Agreement or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Agreement by ENGINEER, ENGINEER shall be subject to debar or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in Chapter 7 of the City Code.

15.17.4. Patents, Copyright, and Rights in Data. ENGINEER shall to the extent applicable, comply with any requirements of HUD related to reporting, patent rights, copyrights, and rights to data.

15.17.5. Records. In addition to any other records retention requirements of this Agreement whichever is longer, records of costs incurred and other records related to the performance of work hereunder shall be maintained and made available by ENGINEER and its subcontractors at all times during the term of the Agreement and for five (5) years after final payment is made. Copies shall be furnished upon request by the CITY within ten (10) business days. Records of costs incurred and other records related to performance include but are not limited to any books, documents, papers, financial, accounting and project records and supporting documents of ENGINEER and its subcontractors, and all other records that the City or a state or federal agency considers necessary for an audit. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Access to all materials, work, and records for the purposes of making audit, examination, inspections, excerpts and transcriptions shall be given by ENGINEER to the CITY, HUD, the East Central Florida Regional Planning Council, the State of Florida, the Comptroller General of the United States, the State Comptroller, the State Office of the Auditor General, any other state and federal department or agency with jurisdiction, and their representatives.

15.17.6. Termination of HUD Cooperative Agreement. If HUD terminates or suspends the HUD Cooperative Agreement, the CITY shall have the right to terminate or suspend this Agreement either for cause or for the CITY's convenience, as applicable.

15.17.7. HUD Approval. This Agreement is subject to the approval of HUD. HUD has the right to review the qualifications of any consultant or contractor of the CITY and to approve or disapprove the employment of same.

15.17.8. Debarment and Suspension. ENGINEER shall comply with the requirements regarding debarment and suspension in 2 CFR Parts 180 and 2424. By signing this Agreement,

ENGINEER certifies that neither it, nor any of its principals, are an excluded or disqualified person under 2 CFR Part 180 or 2424. ENGINEER shall comply with, and include a term or condition in lower-tier transactions requiring lower-tier participants at all levels to comply with, subpart C of the OMB guidance in 2 CFR Part 180 as supplemented in 2 CFR Part 2424. ENGINEER shall not subcontract with any entity or person with respect to work to be performed under this Agreement, if it or any of its principals, are excluded or disqualified entities or persons. As set forth in 2 CFR §180.155, the General Services Administration maintains the Government-wide Excluded Parties List System (EPLS) which shall be checked by ENGINEER prior to entering into any subcontracts for work related to this Agreement. ENGINEER shall execute and return with the Agreement a copy of Exhibit IV, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts. ENGINEER shall not employ any subcontractor that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. ENGINEER shall include such requirement in writing in its subcontracts and require all subcontractors to execute a certification in the form of Exhibit IV prior to performing any work related to this Agreement. In the event that ENGINEER or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, ENGINEER shall immediately cease, or cause its subcontractor to cease, all work and notify the City in writing.

15.17.9. Non-Discrimination. ENGINEER shall comply with any and all fair housing and civil rights laws applicable to grantees and subgrantees under the HUD Cooperative Agreement whether or not expressly applicable to contracts for goods and services under the terms of the cooperative agreement. In connection with the carrying out of this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER shall comply with the requirements of 24 CFR 5.105(a) regarding non-discrimination which include, but are not limited to compliance with Title VI of the Civil Rights Act of 1964, and related statutes and regulations. Engineer hereby understands and agrees that, in addition to the CITY and any other party having enforcement rights under this Agreement or by law, the United States shall also have the right to enforce such laws and regulations. Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601 that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." ENGINEER, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

- (i) it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and

(ii) it shall not discriminate on the basis of race, color, national origin, sex, or age in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under HUD financial assistance agreements. The failure by the ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate as set forth below; and

(iii) 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 Agreement on the grounds of such person's race, color, creed, disability, national origin, religion, sex, or age.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Agreement and the CITY shall have the right to immediately terminate this Agreement in whole or in part, without liability, or seek such other remedy(ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. ENGINEER shall require that all of its subcontractors agree and comply with the requirements of this paragraph and include the requirements of this paragraph in writing in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15.17.10. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. ENGINEER shall immediately notify CITY in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

15.17.11. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. ENGINEER shall immediately notify CITY in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.

15.17.12. Interest in Contracts. No member, officer, or employee of HUD or of the CITY during his or her tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The ENGINEER shall insert the above sentence in each of its subcontracts.

15.17.13. Lobbying. ENGINEER acknowledges and understands that amounts paid to ENGINEER pursuant to this Agreement shall consist in part or in whole of funds received by the CITY directly or indirectly from federal grant funds. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom. As part of the CITY's agreement(s) for state and federal funding, the CITY was (or may be) required to make the following certification:

The CITY agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the CITY, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the CITY to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

By execution of this Agreement ENGINEER makes the foregoing certifications and agrees to make such disclosures related to lobbying to the same extent as the CITY's obligations as stated above, and shall require its Subconsultants to make the same certifications and disclosures. ENGINEER shall execute and return with the Agreement a copy of Exhibit V, Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts.



15.17.14. Additional Federal Laws. ENGINEER and its subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)), and Environmental Protection Agency regulations (40 CFR part 15). ENGINEER and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred thousand dollars (\$100,000.00). ENGINEER and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

15.17.15. Resource Conservation and Recovery Act of 1976. ENGINEER and its subconsultants in performing work pursuant to this Agreement shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which requires the purchase of recycled products by States or political subdivisions of States and those persons contracting with such agencies. In preparing designs and design specifications, ENGINEER and its subconsultants shall specify and require the highest percentage of recovered materials practicable (as that term is defined in 40 CFR Part 247) for those items for which guidelines have been adopted, consistent with maintaining a satisfactory level of competition. In preparing design specifications, ENGINEER and its subconsultants shall set minimum recovered materials content specifications for items for which guidelines have been adopted. For designated items above the established threshold limits (\$10,000), if any, procured by ENGINEER or its subconsultants under this Agreement, ENGINEER shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.

15.17.16. Suspension or Debarment. In addition to any other remedies provided for in this Agreement or to which the CITY may be entitled at law or in equity, in the event of a breach or violation of this Agreement by ENGINEER, ENGINEER shall be subject to debarment or suspension from consideration for the award of additional contracts from the CITY, pursuant to the provisions set forth in Chapter 7 of the City Code.

15.17.17. Public Records Law. The ENGINEER and its Subconsultants shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received in conjunction with this Agreement. To the extent applicable, ENGINEER shall comply with Florida public records laws, including Sections 119.0701(2)(a) through (d) of the Florida Statutes.

15.17.18. Equal Employment Opportunity. ENGINEER and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Agreement (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Agreement as if fully reproduced therein.

15.17.19. Anti-Kickback; Fees and Commissions. The ENGINEER represents and warrants unto the City that no officer, employee, or agent of the City or HUD has, or shall have during his or her tenure or for two years thereafter, 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 Agreement, 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 Agreement. Further, the ENGINEER also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. 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 the Agreement 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.

#### 15.18. MBE/WBE Participation

15.18.1. 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).

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

15.18.3. 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.

15.18.4. 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 Agreement. The initial report shall be submitted within ten (10) days after the execution of the Agreement 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.

15.18.5. 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, including such efforts as set forth in 24 CFR 85.36(e). Such participation should be in accordance with the MBE/WBE percentages stated above.

15.18.6. There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Agreement. 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 Agreement 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 Agreement.

#### 15.9. Section 3 Responsibilities

ENGINEER shall familiarize itself and comply with the requirements contained in 24 CFR Part 135 regarding opportunities for section 3 residents. ENGINEER shall develop and implement procedures designed to notify section 3 residents about any training and employment opportunities generated by this Agreement and make good faith efforts to achieve the numeric goals for contracts and employment established in 24 CFR 135.30. ENGINEER shall document actions taken to comply with the requirements of said Part 135 and their outcomes. As directed by the CITY and in such format and frequency as required by the CITY, ENGINEER shall submit a written plan and/or reports of its efforts to implement and achieve these goals. Unless otherwise directed by the CITY, ENGINEER shall report all contracts with section 3 businesses and employment hires of section 3 residents to CITY within thirty (30) days of contract or hire. As required by 24 CFR 135.38, the language set forth on Exhibit "VI" attached hereto is incorporated herein by this reference and is made a part of this Agreement. ENGINEER shall include the language on Exhibit "VII" in all subconsultant and subcontracts related to this Agreement. ENGINEER hereby certifies that any vacant employment positions, including training positions, that were filled (1) after the ENGINEER was selected but before this Agreement was executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the ENGINEER's obligations under 24 CFR part 135.

*IN WITNESS WHEREOF*, this Agreement 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,  
Procurement and Contracts Division**

---

David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer

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

\_\_\_\_\_, 20\_\_\_\_.

---

Assistant City Attorney  
Orlando, Florida

**Littlejohn Engineering Associates, 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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



## LITTLEJOHN ENGINEERING ASSOCIATES

Revised March 17, 2014

Revised March 5, 2014

February 26, 2014

Mr. Frank Consoli, PE, LEED AP BD+C  
Traffic Operations Engineer  
City of Orlando Public Works Department  
400 South Orange Avenue 8<sup>th</sup> Floor  
Orlando, FL 32801

**RE: Professional Engineering Consultant Services for the Final Design of the West Livingston Street Extension and the Sunrail Church Street and Lynx Central Stations Barriers to Access Study RQS 13-0536**  
**Fee Proposal**  
**Orlando, FL**  
**LEA Proposal Number P20130920**

Dear Frank:

Littlejohn Engineering Associates, Inc. (Littlejohn/CONSULTANT) appreciates the opportunity to submit this fee proposal the City of Orlando for **Professional Engineering Consultant Services for the Final Design of the West Livingston Street Extension and the Sunrail Church Street and Lynx Central Stations Barriers to Access Study RQS 13-0536**. We understand from our discussions that the project consists of an approximate 700' extension of West Livingston Street from N Parramore Avenue on the west to the new W Livingston/N Terry Avenue intersection on the east end.

Our professional services will involve developing 30, 60, 90 and 100% plans with a completion date ready for bidding in December of 2014. We have based this proposal on our understanding that the project will be designed to allow the existing recreational center and the tennis courts to remain in place until a replacement facility is constructed at a later date. We anticipate that all storm and utility requirements for the project are located in close proximity to the site and that extensive off-site utility extensions will not be required.

Based on our discussions, our professional services will consist of the following:

### **West Livingston Street Extension**

LEA will provide engineering, data collection, landscape architecture, electrical engineering and traffic engineering services for an approximately 700' extension of West Livingston Street from the Existing W. Livingston Street/N Parramore Ave intersection on the west, through the Recreation Center property to the new N Terry Avenue/W Livingston Street intersection being constructed as part of the Lynx BRT project.

It is anticipated that the project limits will be approximately 50' west of N Parramore along the existing W Livingston Street alignment to the west end of the radius return at the new N Terry/W Livingston Street intersection. Also the limits will extend approximately 75 feet north and south of the center line of the new W Livingston Street on N Parramore. (See attached aerial for anticipated project limits). The scope of the project includes grading, drainage and utilities extended through the ROW. The plans will be submitted at 30%, 60% and 90% level and then 100% for a final submittal. The RSQ stated that survey, geotechnical and environmental services were not required as part of this scope of work. Due to a lack of information provided in regards to

1615 EDGEWATER DRIVE, SUITE 180, ORLANDO, FLORIDA 32804  
T 407.975.1273 F 407.975.1278

Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

[www.leainc.com](http://www.leainc.com)

Engineering  
Planning  
Landscape Architecture  
Land Surveying  
Environmental Services  
Health and Safety  
Economic Development



these segments of work we have included those task above and beyond the basic scope of services. Also the RSQ stated that the City will lead the public involvement process with the consultant providing materials for use by City staff at the meetings.

### **SunRail Barriers to Access Study**

LEA has provided an attachment showing the limits of the study area based upon direction received from meetings with City staff. It was decided that an area generally within a 5 to 10 minute walk of the Church Street Station and the Lynx Central Station would be studied with the study area favored more to the Parramore Neighborhood. LEA was given an example of a study completed for the Sligh Blvd Station that was completed by FDOT. In general it was decided that if there are maps in the public domain the report will reference the maps instead of recreating them. LEA will review the following areas as part of the study:

- Pedestrian Routes
- ADA issues
- Bus Routes
- Signage
- Lighting Levels
- Bicycle Access
- Bus and Traffic Signal Issues
- Psychological Issues (i.e. Shade, Blank Walls, Closing of Church Street for events, etc)

These elements will be covered in narrative form with a table indicating the issue, possible remedies, standard City of Orlando or FDOT drawings which may address the issue and an opinion of probable construction cost to correct. The scope also includes attendance at one meeting of the East Central Florida Regional Planning Council for the presentation of the study.

Our professional fees for the above-described services are:

### **Multiplier**

LEA has received a prequalification letter from the FDOT which is attached. The following is a breakdown of our Multiplier:

Salary	100.00%
Overhead Rate	153.02%
Operating Margin	27.00%
FCCN	0.38%
Direct Expense	18.93%
Total	299.33%

This equates to a 2.9933 multiplier.

### **Subconsultants**

LEA has included several subconsultants as part of our team in order to give the city a complete project. The following is the roles and responsibilities of each team member:

#### **Littlejohn Engineering Associates**

W Livingston St – Roadway and drainage design, hardscape design, overall project management and coordination.

Barriers to Access Study – overall project management, data collection, analysis and report preparation and presentation



WBQ

W. Livingston Street – Utility design and signing, stripping and marking design

Protean

W. Livingston Street – Signal Design

Nancy Prine Landscape

W. Livingston Street – Landscape and irrigation design

NADIC

W. Livingston Street – Geotechnical and environmental investigations

PEC Surveying

W. Livingston Street – Surveying, Boundary, and Plat

Bobes

W. Livingston Street – Roadway lighting  
Barriers to Access Study – Lighting level evaluations

Toole Design Group

Barriers to Access Study – Bike route analysis

**Base Services**

W Livingston Street Extension	\$ 168,318.43
<u>SunRail Stations Barriers to Access Study</u>	<u>\$ 56,774.11</u>
Total	\$ 225,092.54

Included in the above fees are reimbursable expenses incurred on the project's behalf, including project travel, mileage (@ \$0.47/mile), printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, express mail or courier services. Project expenses will be invoiced at cost.

Again, thank you for the opportunity to submit this proposal. Please let me know if you have any questions or would like to discuss further.

Sincerely,

**LITTLEJOHN ENGINEERING ASSOCIATES**

Lennie Arnold, PE





## *Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

June 20, 2013

Leonard Arnold, Jr., Director of Engineering  
LITTLEJOHN ENGINEERING ASSOCIATES, INC.  
1615 Edgewater Drive, Suite 180  
Orlando, Florida 32804

Dear Mr. Arnold:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your Unlimited Notice of Qualification shall be valid until June 30, 2014 at such time as your December 31, 2013 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

[www.dot.state.fl.us](http://www.dot.state.fl.us)

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	<u>Home/Branch</u>	<u>Facilities</u>	<u>Overtime</u>	<u>Direct Expense</u>
	<u>Overhead</u>	<u>Capital Cost</u>	<u>Premium</u>	
Overhead Rates	153.02%	<u>of Money</u>	Reimbursed	18.93% (Home)
		0.379%		

Should you have any questions, please feel free to contact me at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Extension to West Livingston Street between Terry Street and Paramount  
 County: Orange  
 FPN: 0  
 FAP No.: 10/19/200

Consultant Name: Littlejohn Engineering Associates, Inc  
 Consultant No.: 20130920  
 Date: 3/17/2014  
 Estimator: Lennie Arnold

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Project Engineer	Project Engineer (Gt)	EI (GG)	EI (IA)	Tech (SS)	Admin Assistant (SW)	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	28	28	0	0	0	0	0	0	0	0	0	0	0	28	\$2,055	\$73.39
4. Roadway Analysis	313	16	63	6	94	94	34	6	0	0	0	0	0	313	\$9,194	\$29.38
5. Roadway Plans	148	7	30	3	44	44	16	3	0	0	0	0	0	147	\$4,301	\$29.26
6. Drainage Analysis	198	10	40	4	59	59	22	4	0	0	0	0	0	198	\$5,816	\$29.37
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dws, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>887</b>	<b>81</b>	<b>133</b>	<b>13</b>	<b>197</b>	<b>197</b>	<b>72</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>686</b>	<b>\$21,365.48</b>	<b>\$31.15</b>
<b>Total Staff Cost</b>		<b>\$4,476.79</b>	<b>\$4,795.98</b>	<b>\$468.78</b>	<b>\$4,735.86</b>	<b>\$4,735.86</b>	<b>\$1,800.00</b>	<b>\$352.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$21,365.48</b>	

Check = \$21,365.48

## SALARY RELATED COSTS:

Multiplier

1.9933

## SUBTOTAL ESTIMATED FEE:

Subconsultant: WBQ MBE 18.27%  
 Subconsultant: Bobes MBE 5.16%  
 Subconsultant: Nancy Prime WBE 3.55%  
 Subconsultant: Protean WBE 8.57%

## SUBTOTAL ESTIMATED FEE:

Geotechnical Field & Lab Testing - Nadic MBE  
 Environmental Survey MBE

## Total W Livingston Street Fee:

LEA Barriers to Access Study  
 Subconsultant: Bobes  
 Barriers to Access Study Total Fee

## GRAND TOTAL ESTIMATED FEE:

	Goal	Proposed
MBE	18.00%	34.01%
WBE	6.00%	6.64%
Total	24.00%	40.65%

\$21,365.48
\$42,687.81
\$63,953.29
\$41,125.86
\$11,624.94
\$7,996.00
\$19,295.86
\$143,995.95
\$8,172.48
\$2,900.00
\$13,250.00
<b>\$188,318.43</b>
\$37,094.92
\$12,729.19
\$6,950.00
<b>\$56,774.11</b>
<b>\$225,092.54</b>

## Project Activity 5: Roadway Plans

Estimator:

Extension to West Livingston Street between Terry Street and Parramore

0

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet	30	Sheet	1	0	1	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	0	1	0	
5.3	Drainage Map (Including Interchanges)		Sheet	1	0	1	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	1	4		4	
5.5	General Notes/Pay Item Notes		Sheet	1	4	1	4	
5.6	Summary of Quantities		Sheet	1	4	1	4	
5.7	Box Culvert Data Sheet		Sheet	0	4	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	4	0	0	
5.9	Summary of Drainage Structures		Sheet	0.5	4	0.5	2	
5.10	Optional Pipe/Culvert Material		Sheet	0.5	4	0.5	2	
5.11	Project Layout		Sheet	1	16	1	16	
5.12	Plan/Profile Sheet		Sheet	1	36	1	36	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	0	0	0	0	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	1	4	1	4	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

# **Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	2	4	2	8	
5.20	Special Details		EA	2	4		8	
5.21	Drainage Structure Sheet (Per Structure)		EA	2	4		8	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.26	Retention Pond Cross Sections		EA	0	0		0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	3	4		12	
5.30	Temporary Traffic Control Plan Sheets		Sheet	1	4	1	4	
5.31	Temporary Traffic Control Cross Section Sheets		EA	1	4		4	
5.32	Temporary Traffic Control Detail Sheets		Sheet	1	4	1	4	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	1	4	1	4	
5.35	Erosion Control Plan		Sheet	1	4	1	4	
5.36	SWPPP		Sheet	1	4	1	4	
5.37	Project Network Control Sheet		Sheet	1	4	1	4	
5.38	Environmental Detail Sheets		LS	1	4		4	
5.39	Utility Verification Sheet (SUE Data)		Sheet	1	4	1	4	
Roadway Plans Technical Subtotal						18	148	

**Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	0%		0	
5.41	Supervision		LS	%	0%		0	
5. Roadway Plans Total							18	148

## Project Activity 4: Roadway Analysis

Extension to West Livingston Street between Terry Street and Parramore

Estimator:

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	2	2	
4.2	Pavement Type Selection Report	LS	1	3	3	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	8	8	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	40	40	
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	40	40	
4.6	Access Management	LS	1	4	4	
4.7	Cross Section Design Files	LS	1	4	4	
4.8	Traffic Control Analysis	LS	1	8	8	
4.9	Master TCP Design Files	LS	1	16	16	
4.10	Design Variations and Exceptions	LS	1	4	4	
4.11	Design Report	LS	1	16	16	
4.12	Quantities	LS	1	12	12	
4.13	Cost Estimate	LS	1	8	8	
4.14	Technical Special Provisions	LS	1	4	4	
4.15	Other Roadway Analysis	LS	1	16	16	
<b>Roadway Analysis Technical Subtotal</b>					<b>189</b>	
4.16	Field Reviews	LS	1	8	8	
4.17	Technical Meetings	LS	1	38	38	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	10%	19	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	5%	9	
4.20	Supervision	LS	%	5%	9	
<b>Roadway Analysis Nontechnical Subtotal</b>						<b>83</b>
4.21	Coordination	LS	%	15%	41	
<b>4. Roadway Analysis Total</b>						<b>313</b>

**Technical Meetings**

Typical Section	EA	1	2	2
Pavement	EA	1	2	2
Access Management	EA	1	2	2
15% Line and Grade	EA	1	4	4
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	1	4	4
30/60/90/100% Comment Review Meeting:	EA	4	4	16
Other Meetings	EA	4	2	8
<b>Subtotal Technical Meetings</b>				<b>38</b>

Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0

<b>Total Meetings</b>				<b>38</b>
Carries to 4.17				

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**



## Project Activity 6: Drainage Analysis

Estimator:

Extension to West Livingston Street between Terry Street and Parramore

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	1	6	6	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	1	2	2	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	4	24	96	
6.9	Optional Culvert Material	LS	1	8	8	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	12	12	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	4	4	
6.15	Cost Estimate	LS	1	4	4	
6.16	Technical Special Provisions	LS	1	2	2	
6.17	Other Drainage Analysis	LS	1	4	4	

W Livingston Street Extension.xls  
6. Drainage Analysis

1 of 2

3/10/2014

**Project Activity 6: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Drainage Analysis Technical Subtotal						138
6.18	Field Reviews	LS	1	2	2	
6.19	Technical Meetings	LS	1	4	4	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	10%	14	
6.21	Independent Peer Review	LS	%	5%	7	
6.22	Supervision	LS	%	5%	7	
Drainage Analysis Nontechnical Subtotal						34
6.23	Coordination	LS	%	15%	26	
6. Drainage Analysis Total						198

**Technical Meetings**

Base Clearance Water Elevation	EA	0	0	0
Pond Siting	EA	0	0	0
Agency	EA	1	4	4
Local Governments (cities, counties)	EA	0	0	0
FDOT Drainage	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>				<b>4</b>
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>				<b>4</b>

Carries to 6.19

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:  
County:  
FPN:  
FAP No.:

W. Livingston Street Extension  
Orange  
RQ518-0536  
City of Orange

Consultant Name: WBQ Design & Engineering, Inc.  
Consultant No.: 2/24/2014  
Estimator: Troy Vargas, PE

Staff Classification	Hours From Summary - SH	Specialist - Principal	Project Manager	Chief Engineer	Sr. Utility Coordinator	Sr. Engineer	Project Engineer	Engineer	Clerical	Sr. Surveyor	Surveyor Mapper	Survey Technician	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	4	0	1	1	0	0	1	1	0	0	0	0	0	4	\$197	\$49.31
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	28	1	4	6	3	3	5	5	1	0	0	0	0	28	\$1,425	\$50.88
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	120	6	18	24	14	13	20	19	6	0	0	0	0	120	\$6,180	\$51.50
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Digs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	69	3	10	14	8	8	12	11	3	0	0	0	0	69	\$3,543	\$51.35
19. Signing & Pavement Marking Analysis	46	2	7	9	6	5	8	7	2	0	0	0	0	46	\$2,364	\$51.39
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>267</b>	<b>12</b>	<b>40</b>	<b>54</b>	<b>31</b>	<b>29</b>	<b>46</b>	<b>43</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>267</b>	<b>\$13,708.62</b>	<b>\$51.34</b>

Survey Field Days by Subconsultant  
4 - Person Crew:

SALARY RELATED COSTS:  
Multiplier = 3.0

2.00

Check = \$13,708.62

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Fee

Survey (Field - if by Prime)  
4-man crew days @

/ day

NOT TO EXCEED FEE - SUBTOTAL ESTIMATED:

Subconsultant: Sub 1  
Subconsultant: Sub 2  
Subconsultant: Sub 3  
Subconsultant: Sub 4  
Subconsultant: Sub 5  
Subconsultant: Sub 6

NOT TO EXCEED FEE - SUBTOTAL ESTIMATED:

Geotechnical Field and Lab Testing  
NOT TO EXCEED FEE - SUBTOTAL ESTIMATED:  
Optional Services

NOT TO EXCEED FEE - GRAND TOTAL ESTIMATED:

\$13,708.62  
\$27,417.24  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$41,125.86  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$41,125.86

**Project Activity 3: Project Common and Project General Tasks**

Estimator:

W. Livingston St.  
0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	

**Project Activity 3: Project Common and Project General Tasks**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.12	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>						<b>4</b>

**3.6 - List of Project Manager Meetings**

Roadway Analysis	EA	0	0	0	0
Drainage	EA	0	0	0	0
Utilities	EA	0	0	0	0
Environmental	EA	0	0	0	0
Structures	EA	0	0	0	0
Signing & Pavement Marking	EA	0	0	0	0
Signalization	EA	0	0	0	0
Lighting	EA	0	0	0	0
Landscape Architecture	EA	0	0	0	0
Survey	EA	0	0	0	0
Photogrammetry	EA	0	0	0	0
ROW & Mapping	EA	0	0	0	0
Terrestrial Mobile LIDAR	EA	0	0	0	0
Architecture	EA	0	0	0	0
Noise Barriers	EA	0	0	0	0
ITS Analysis	EA	0	0	0	0
Geotechnical	EA	0	0	0	0
Progress Meetings	EA	0	0	0	0
Phase Reviews	EA	0	0	0	0
Field Reviews	EA	0	0	0	0
<b>Total Project Manager Meetings</b>		<b>0</b>			<b>0</b>

Carries to 3.6

Notes:

# **Project Activity 5: Roadway Plans**

Estimator:

W. Livingston St.  
0

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets		Sheet	0	0	0	0	
5.4.1	Typical Sections		EA	0	0		0	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.6	Summary of Quantities		Sheet	1	2	1	2	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	0	0	0	0	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

**Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	0	0	0	0	
5.20	Special Details		EA	0	0		0	
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	

**Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.26	Retention Pond Cross Sections		EA	0	0		0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	0	0		0	
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets	40	Sheet	2	12	2	24	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	0	0	0	0	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
<b>Roadway Plans Technical Subtotal</b>							<b>3</b>	<b>26</b>
5.40	Quality Assurance/Quality Control		LS	%	5%		1	
5.41	Supervision		LS	%	5%		1	
<b>5. Roadway Plans Total</b>							<b>3</b>	<b>28</b>



# **Project Activity 7: Utilities**

Estimator:

W. Livingston St.

0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	2	2	1 MTG X (1) ATTENDEE + (1) DURATION
7.2	Identify Existing UAO(s)	LS	1	12	12	1 HOUR X (12) UTILITIES (BHN, DELTACOM, CITY OF ORLANDO WASTERWATER, FLORIDA GAS, LEVEL 3, MCI, OUC, TECO, CENTURYLINK, ATT DISTRIBUTION, EMBARQ, TRANSORE)
7.3	Make Utility Contacts	LS	1	12	12	1 CONTACTS X 1 HOUR PER CONTACT X 12 UTILITIES. CONTACT INCLUDES MAILOUT DOCUMENTS AND OUTLOOK CALENDAR INVITE FOR UTILITY DESIGN MEETING
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	3	3	(1) PRE-MTG PREP. + (1) DURATION + (1) MINUTES
7.6	Individual/Field Meetings	LS	1	6	6	(1) PRE-MTG PREP. + (1) DURATION + (1) MINUTES X 2 MEETINGS
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	12	12	1 HOUR PER UTILITY X 12 UTILITIES
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	5	5	(1) PRE-MTG PREP. + (1) DURATION + (1) MINUTES + (2) PREPARATION OF CONFLICT MATRIX <b>A UTILITY CONFLICT MATRIX MUST BE INCLUDED IN THIS PACKAGE</b>
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	50	50	(2) HOURS X (25) # OF UTILITY DOCUMENTS (12 MARKUPS, 12 UWS/NO CONFLICT/FACILITY DOCS, AND 1 AGREEMENT) DELETE: "COORDINATE WITH THE DISTRICT FOR EXECUTION, DISTRIBUTE EXECUTED FINAL DOCUMENTS, PREPARE WORK ORDER FOR UAO." THE DUCO HANDLES THIS PORTION

**Project Activity 7: Utilities**

7.11	Utility Coordination/Followup	LS	1	6	6	(0.5) HOURS PER UTILITY X (12) UTILITIES
7.12	Utility Constructability Review	LS	1	12	12	(1) HOURS PER UTILITY X (12) UTILITIES
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
<b>7. Utilities Total</b>					<b>120</b>	

**Technical Meetings**

Kickoff	EA	1
Preliminary Meeting	EA	1
Individual UAO Meetings	EA	3
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0

**Total Technical Meetings**

**5**

# **Project Activity 19: Signing and Pavement Marking Analysis**

Estimator:

W. Livingston St.  
0

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	6	6	
19.2	No Passing Zone Study	LS	0	0	0	
19.3	Reference and Master Design File	LS	1	24	24	24 hours for master design file including signs, lane lines, pavement markings
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>34</b>	
19.11	Field Reviews	LS	2	2	4	
19.12	Technical Meetings	LS	1	24	24	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	2	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	2	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>32</b>	
19.16	Coordination	LS	%	5%	3	
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>69</b>	

**Project Activity 19: Signing and Pavement Marking Analysis**

<b>Technical Meetings</b>					
Sign Panel Design	EA	0	0	0	
Queue Length Analysis	EA	0	0	0	
Local Governments (cities, counties)	EA	0	0	0	
Other Meetings	EA	0	0	0	
<b>Subtotal Technical Meetings</b>				<b>0</b>	
Progress Meetings	EA	9	2	18	1 meeting per month @ 2 hours each
Phase Review Meetings	EA	3	2	6	60%, 90%, and 100% at the City of Orlando 8th Floor
	EA				
<b>Total Meetings</b>				<b>24</b>	
Carries to 19.12					

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

**Project Activity 20: Signing and Pavement Marking Plans**

Estimator:

W. Livingston St.  
0

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	
20.2	Summary of Pay Items Including TRNS-Port Input		LS	0	0		0	
20.3	Tabulation of Quantities		Sheet	1	8	1	8	tabulation sheet
20.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	signing general notes
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet	40	Sheet	2	10	2	20	
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	6	1	6	Cross walk detail, Parking space detail, pavement marking detail
20.13	Interim Standards		LS	0	0		0	
<b>Signing and Pavement Marking Plans Technical Subtotal</b>							<b>42</b>	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	5%		2	
<b>20. Signing and Pavement Marking Plans Total</b>							<b>46</b>	



March 6, 2014

**Littlejohn Engineering Associates**  
1615 Edgewater Drive, Suite 180  
Orlando, FL 32804

RE: Fee Proposal for Professional Engineering Services  
West Livingston Street  
City of Orlando, Florida

Dear Mr. Arnold,

As requested, WBQ Design & Engineering, Inc. is pleased to submit this proposal for Professional Engineering services for the W. Livingston Street Project.

#### **Written Quote**

The design fee was derived using the FDOT Staff Hour Estimation Guidelines and Forms.

The WBQ Design & Engineering Professional Engineering services proposed for this project are:

- Project Activity 3: Project Common and Project General Tasks
- Project Activity 5: Roadway Plans
- Project Activity 7: Utilities
- Project Activity 19: Signing and Pavement Marking Analysis
- Project Activity 20: Signing and Pavement Marking Plans

#### **Fee Schedule**

Based upon the scope of services outlined above, it is estimated that the total fee will be \$41,125.86. Additional work required not included in the scope of services included in this proposal, or as caused by factors beyond WBQ's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization. We sincerely appreciate the opportunity of submitting this proposal. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,  
**WBQ Design & Engineering, Inc.**

*Troy W. Vargas*

Troy W. Vargas, P.E.  
Project Manager

201 N. Magnolia Avenue ▲ Suite 200 ▲ Orlando, FL 32801  
(407) 839-4300 ▲ Fax (407) 836-1621 ▲ E-mail: wbq@wbq.com

**NES** **NADIC ENGINEERING SERVICES, INC.**  
**Civil, Environmental, and Geotechnical Consultants**

February 24, 2014

**Littlejohn Engineering Associates**  
1615 Edgewater Drive, Suite 180  
Orlando, FL 32804

Attention: Mr. Lennie Arnold, P.E.

RE: Fee Proposal for Geotechnical Investigations  
West Livingston Street  
City of Orlando, Florida  
NES Project No. R14-005

Dear Mr. Arnold;

**Nadic Engineering Services, Inc. (NES)** pleased to submit this Fee Proposal for geotechnical engineering services based on your email dated February 18, 2014 and per our discussion with you on February 24, 2014 on the above referenced project. We understand that the City of Orlando is planning to extend West Livingston Street between new Terry Avenue and Parramore Avenue, a distance of about 700 feet.

**Geotechnical Project Approach**

Our services for this project will consist of providing geotechnical engineering in general accordance City of Orlando Public Works requirements. Based on review of project scope, **NES** will provide geotechnical services for the 700 linear feet of West Livingston Street in Orlando. **NES's** services will include field exploration, analysis evaluation, and development of engineering recommendations.

The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Orange County Soil Survey, published Geological Surveys and bulletins and any other pertinent information that could be provided by the City of Orlando Public Works Department, including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration and project construction.

The field testing program will include pavement coring for existing pavement thickness and condition, and Standard Penetration Test (SPT) boring for determination of the subgrade beneath the existing pavement and for groundwater information. **NES** will stake the borings and obtain utility clearance prior to field exploration. Laboratory testing will be completed on selected soil samples in accordance with ASTM Standards and the project scope of services and will include organic and moisture content testing, sieve analysis, corrosion series and Atterberg limit testing.

**NES**  
601 N. Hart Boulevard,  
Orlando, Florida 32818

Phone: (407) 521-4771  
Fax: (407) 521-4772  
Email: [nadic@nadicinc.com](mailto:nadic@nadicinc.com)

Field reconnaissance trips have been conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program. Based on our knowledge of the area, MOT is an issue and public safety will be the first consideration. City of Orlando and FDOT policies will be strictly enforced to insure public safety and compliance with the City and FDOT MOT procedures. If possible, our field work efforts will be conducted during off peak hours to minimize disturbance to motorists.

This includes the following scope of services.

1. Perform site reconnaissance and utility clearance coordination, if necessary
2. Perform five (5) pavement cores to determine the thickness and type of pavement as well as the condition of the pavement
3. Perform a total of three (3) SPT borings to depths of about 10 feet below existing pavement base for seasonal high groundwater determination and soil survey.
4. Visually examine all recovered soil samples and perform laboratory tests on selected representative soil samples. The laboratory testing will include corrosion series, sieve analysis, Atterberg limits, organic content and natural moisture content determinations, as appropriate.
5. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables.
6. Incorporate the results of the field testing in a formal geotechnical report.

**Man-hour Estimate:**

Man-hour estimates for our anticipated involvement in the project for geotechnical services are provided as follows:

<b><u>Personnel</u></b>	<b><u>Man-hour</u></b>
Senior Engineer	4
Project Engineer	15
Engineer Intern	10
Cadd Technician	5
Secretarial/Clerical	2
<b>Total</b>	<b>36</b>

**Fee Schedule:**

In accordance with the proposed scope of services and unit prices, we estimate the total cost of our geotechnical services is a Not-to-Exceed fee of **\$8,172.48**.

We anticipate completion of this assignment within three weeks from the date of notice to proceed.

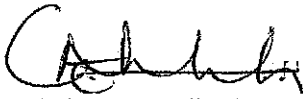
**NES**



We sincerely appreciate the opportunity of submitting this proposal, and look forward to a continued working relationship with you, Littlejohn Engineering Associates and the City of Orlando. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

**NADIC ENGINEERING SERVICES, INC.**



Godwin N. Nnadi, Ph.D., P. E.  
Principal Engineer

Z:\Rdway\....\City of Orlando\W. Livingston\_R14005....02242014.pro

Attachment:

Attachment A – Computation of Geotechnical Cost

**NES**

**ATTACHMENT A**  
**COMPUTATION OF GEOTECHNICAL COST**  
**WEST LIVINGSTON STREET**  
**CITY OF ORLANDO**

Component/Unit/Description	UNIT	ROADWAY	QTY	RATE	ROADWAY	TOTAL COST
<b>I. FIELD EXPLORATION:</b>						
1. Crew & Equipment Mobilization:						
a. - Truck-Mounted Equipment	Ea.	1	1	\$450.00	\$450.00	\$450.00
b. - Truck/Bombadier	Ea.		0	\$2,100.00	\$0.00	\$0.00
c. - Mudbug	Ea.		0	\$600.00	\$0.00	\$0.00
d. - Barge	Ea.		0	\$7,500.00	\$0.00	\$0.00
2a. Standard Penetration Test Borings (ASTM D-1586):						
Land:						
No of Borings	LF	30	0	0	\$465.00	\$465.00
a. - 0 to 50 ft. depths				\$15.50		
2b. Auger Borings (ASTM D-1452):						
a. - 0 to 50 ft. depths	LF	0	0	\$9.50	\$0.00	\$0.00
3. Truck/MB Drill Rig and Crew:						
Land	Hr		0	\$180.00	\$0.00	\$0.00
Amphibious/Barge	Hr		0	\$240.00	\$0.00	\$0.00
4. Field Permeability Tests:	Ea.		0	\$230.00	\$0.00	\$0.00
5. MOT (Signs & Barricades); Road closure	Days	1	1	\$1,500.00	\$1,500.00	\$1,500.00
6. Hand Probing/Wash Borings:						
a. - 2 person crew	Days		0	\$950.00	\$0.00	\$0.00
b. - 3 person crew	Days		0	\$1,250.00	\$0.00	\$0.00
7. Per Diem for Drill Crew:						
a. - 2 person crew	Days		0	\$100.00	\$0.00	\$0.00
b. - 3 person crew	Days		0	\$150.00	\$0.00	\$0.00
8. Site Reconnaissance/Utility Coordination:						
a. - Engineer	hrs.		0	\$86.53	\$0.00	\$0.00
b. - Senior Engineering Tech.	hrs.		0	\$66.23	\$0.00	\$0.00
9. Pavement Coring:	Ea.	5	5	\$300.00	\$1,500.00	\$1,500.00
10. Double Ring Infil. (ASTM D-3385)	Ea.		0	\$350.00	\$0.00	\$0.00
11. Water Sampling:	Ea.		0	\$75.00	\$0.00	\$0.00
12. Field Vane Test (ASTM D-2573):	Ea.		0	\$175.00	\$0.00	\$0.00
13. Dilatometer Sounding:	Ea.		0	\$105.00	\$0.00	\$0.00
14. Monitor Wells - 2 inch (50mm):						
a. - 0 to 50 ft. depths	LF		0	\$38.00	\$0.00	\$0.00

**ATTACHMENT A**  
**COMPUTATION OF GEOTECHNICAL COST**  
**WEST LIVINGSTON STREET**  
**CITY OF ORLANDO**

Component/Unit Description	UNIT	ROADWAY	QTY	RATE	ROADWAY	TOTAL COST
15. Deco/Development Time:	Hr		0	\$150.00		\$0.00
17. OVA Headpace Analysis, Senior Engineering Tech:	Hr		0	\$66.23		\$0.00
18. OVA Equipment Change:	Days		0	\$100.00		\$0.00
19. Riser:	LF		0	\$20.00		\$0.00
20. Screen:	LF		0	\$25.00		\$0.00
21. Advance Warning Vehicle:	Hr		0	\$100.00		\$0.00
22. Energy Absorption Vehicle:	Hr		0	\$120.00		\$0.00
23. Trooper:	Hr		0	\$55.00		\$0.00
24. Water Sampling for Analytical Lab Work (PCA)	Ea.		0	\$37.50		\$0.00
<b>Totals for Field Exploration</b>					<b>\$3,915.00</b>	<b>\$3,915.00</b>
<b>II. LABORATORY TESTING:</b>						
1. Visual Exam./Stratify(ASTM D-2488): - Senior Engineering Tech.	hrs.	2	2	\$66.23	\$132.46	\$132.46
2. Grain Size Analysis:						
a. - Full Grad.(FM 1-T 88)	Ea.		0	\$75.00		\$0.00
b. - Single Sieve(FM 1-T 88)	Ea.	3	3	\$40.00	\$120.00	\$120.00
3. Hydrometer(FM 1-T 88):	Ea.		0	\$85.00		\$0.00
4. Organic Content(FM 1-T 267):	Ea.	1	1	\$40.00	\$40.00	\$40.00
5a. Atterberg Limits(FM 1-T 89/90):-Liquid Limit	Ea.	1	1	\$40.00	\$40.00	\$40.00
5b. Atterberg Limits(FM 1-T 89/90):-Plastic Limit	Ea.	1	1	\$40.00	\$40.00	\$40.00
6. Natural Moisture (FM 1-T 265):	Ea.	2	2	\$10.00	\$20.00	\$20.00
7. Unit Weight Determination:	Ea.		0	\$36.00		\$0.00
8. Consolidation Test(FM 1-T 216):	Ea.		0	\$375.00		\$0.00
9. Permeability(FM 1-T 215/5-513):	Ea.		0	\$200.00		\$0.00

**ATTACHMENT A**  
**COMPUTATION OF GEOTECHNICAL COST**  
**WEST LIVINGSTON STREET**  
**CITY OF ORLANDO**

Component/Unit Description	UNIT	ROADWAY	QTY	RATE	ROADWAY	TOTAL COST
10. Corrosion Series: (pH, Sulfate, Chloride, Resistivity)	Ea.		0	\$163.00		\$0.00
11. Triaxial/poin(FM 1-T 234):	Ea.		0	\$300.00		\$0.00
12. Unconfined Comp.(ASTM D-2166):	Ea.		0	\$200.00		\$0.00
13. Limerock Bearing Ratio(FMS-515):	Ea.		0	\$271.00	\$0.00	\$0.00
14. Specific Gravity(FM 1-T 100):	Ea.		0	\$53.00		\$0.00
15. Bitumen Extraction(FM 1-T 164):	Ea.		0	\$65.00		\$0.00
16. Bitumen Gradation(FM 1-T 30):	Ea.		0	\$60.00		\$0.00
17. Direct Shear(ASTM D-3080):	Ea.		0	\$325.00		\$0.00
18. Shrinkage Factor(FM 1-T 092):	Ea.		0	\$50.00		\$0.00
19. Swell Potential(ASTM D-4546):	Ea.		0	\$50.00		\$0.00
20. Compaction(FM 5-525/521):	Ea.		0	\$100.00		\$0.00
21. Min./Max. Den.(ASTM D-4254/53):	Ea.		0	\$200.00		\$0.00
22. Unconfined - Rock(ASTM D-2938):	Ea.		0	\$85.00		\$0.00
23. Splitting Tensile(ASTM D-3967):	Ea.		0	\$100.00		\$0.00
24. Karosene Analysis Group:	Ea.		0	\$450.00		\$0.00
<b>Totals for Laboratory Testing</b>					<b>\$392.46</b>	<b>\$392.46</b>
<b>III. ENGINEERING AND TECHNICAL SERVICES:</b>						
1. Chief Engineer:	hrs.	4	4	\$166.57	\$666.28	\$666.28
2. Senior Engineer:	hrs.	0	0	\$155.57	\$0.00	\$0.00
3. Project Engineer:	hrs.	15	15	\$135.12	\$2,026.80	\$2,026.80
4. Engineer:	hrs.	0	0	\$86.53	\$0.00	\$0.00
5. Engineer Intern:	hrs.	10	10	\$70.77	\$707.70	\$707.70
6. Field Technician:	hrs.	5	5	\$73.02	\$365.10	\$365.10
7. Senior Engineering Technician:	hrs.	0	0	\$66.23	\$0.00	\$0.00
8. Secretarial/Clerical:	hrs.	2	2	\$49.57	\$99.14	\$99.14
<b>Totals for Engineering and Technical Services</b>			36		<b>\$3,865.02</b>	<b>\$3,865.02</b>
<b>Totals for all Services</b>					<b>\$8,172.48</b>	<b>\$8,172.48</b>
<b>GRAND TOTAL</b>					<b>\$8,172.48</b>	<b>\$8,172.48</b>

**NES NADIC ENGINEERING SERVICES, INC.**  
**Civil, Environmental, and Geotechnical Consultants**

February 24, 2014

**Littlejohn Engineering Associates**  
1615 Edgewater Drive, Suite 180  
Orlando, FL 32804

Attention: Mr. Lennie Arnold, P.E.

RE: Fee Proposal for Geotechnical Investigations  
West Livingston Street  
City of Orlando, Florida  
NES Project No. R14-005

Dear Mr. Arnold;

In accordance to your request, **Nadic Engineering Services, Inc. (NES)** is pleased to submit this proposal for performance of a Contamination Screening Evaluation Report (CSER) of the referenced roadway project. Presented herein is a review of furnished project information, along with our proposed scope of service, schedule and fee information.

**Scope of Services**

The Contamination screening evaluation will be conducted to evaluate the risk of encountering petroleum or hazardous substance contamination of soil, groundwater, surface water, or sediment that could adversely affect permitting and construction of the subject project. NES proposes to perform the CSER in general accordance with the applicable definitions provided in the FDOT PD&E Manual, Chapter 22, Contamination Impacts, dated January 17, 2008. The process of screening the project study area for potential contamination is undertaken to avoid costly construction delays as a result of encountering unexpected soil or groundwater contamination. Identification of potential problem areas early in the project development process will allow the City of Orlando to make informed decisions regarding avoidance or management of impacts.

This study will include the following:

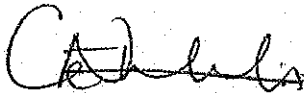
- Project descriptions
- Land use
- Hydrogeological features, including hydrologic features, surface water and soils
- Evaluation Methodology, including corridor reconnaissance, regulatory agency record review, public agency record review
- Risk assessment of potentially contaminated facilities and potential project impact.

**Fee Schedule**

Based upon the scope of services outlined above, it is estimated that the total fee will be **\$2,900.00 for a standard turnaround time**. Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond NES's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization. We anticipate completion of this assignment within three weeks from the date of notice to proceed.

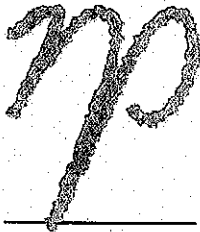
We sincerely appreciate the opportunity of submitting this proposal, and look forward to a continued working relationship with you, Littlejohn Engineering Associates and the City of Orlando. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

**Respectfully submitted,**  
**NADIC ENGINEERING SERVICES. INC.**

A handwritten signature in black ink, appearing to read 'Godwin Nnadi', written over a horizontal line.

Godwin Nnadi, Ph.D., P.E.  
Principal Engineer

NANCY PRINE



Landscape Architect

POST OFFICE BOX 536815  
ORLANDO, FLORIDA 32853

PHONE: 407-898-9200  
FAX: 407-898-5470

February 18, 2014

Mr. Lennie Arnold, PE, CPESC  
Principal  
Littlejohn Engineering Associates  
1615 Edgewater Drive  
Suite 180  
Orlando, FL 32804

Re.: **West Livingston Street Extension**  
City Of Orlando  
Proposal for Landscape Architectural Services

Dear Mr. Arnold:

Thank you for requesting this proposal for Landscape Architectural design services for West Livingston Street, an extension of the street being constructed by the City of Orlando, Florida as a portion of the Creative Village. The new street will extend from Parramore Avenue on the west to a new extension of Terry Avenue, on the east.

The Scope of Services is the design and construction documents for the landscape and irrigation for the roadway following the current City of Orlando and Florida DOT standards and specifications. The landscape design will response to the orientation, site conditions, civil, mechanical and electrical engineering for the site. The proposed Scope of Services are:

**Administration:** The Landscape Architect shall attend meetings with the Littlejohn Engineering Associates (LEA), the City's project manager, staff and the design consultants to establish the parameters and theme of the project and initiate the design of the project. The Landscape Architect will attend team meetings with the City and the consultant as requested by LEA. The Landscape Architect will provide invoices and reports for the landscape design on the schedule established by the City and LEA.

**Landscape and Irrigation Plans:** Following delineation of the road plans the Landscape Architect will prepare landscape planting and irrigation plans for the 30%, 60%, 90% and final submittal. Landscape cost estimates will also be provided as a part of the submittals.

**Standard Specifications and Details:** The Landscape Architect will provide all notes, descriptions and details for the construction of the project in addition to Standard Specifications.

Mr. Lennie Arnold, PE, CPESC  
Littlejohn Engineering Associates  
West Livingston Street Proposal  
February 18, 2014  
Page 2 of 2

The following are the proposed fees for West Livingston Street Landscape and Irrigation design:

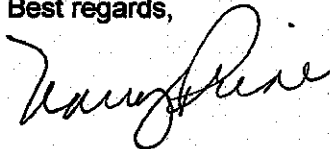
Administration	
Landscape Architect – Principal	8 hours @ \$98.00 = \$ 784.00
Landscape and Irrigation – 30%	
Landscape Architect – Principal	10 hours@ \$98.00 = \$980.00
Landscape Architect – Design and CAD	8 hours@ \$95.00 = \$760.00
Landscape and Irrigation – 60%	
Landscape Architect – Principal	8 hours@ \$98.00 = \$784.00
Landscape Architect – Design and CAD	8 hours@ \$95.00 = \$760.00
Landscape Architect – Irrigation Design	8 hours@ \$95.00 = \$760.00
Landscape and Irrigation – 90% & Final	
Landscape Architect – Principal	8 hours@ \$98.00 = \$ 784.00
Landscape Architect – Design and CAD	12 hours@ \$95.00 = \$1140.00
Landscape Architect – Irrigation Design	8 hours@ \$95.00 = \$ 760.00
Standard Specifications and Details	
Landscape Architect – Principal	3 hours@ \$98.00 = \$294.00
Landscape Architect – Design and CAD	1 hour @ \$95.00 = \$ 95.00
Landscape Architect – Irrigation Design	1 hour @ \$95.00 = \$ 95.00
<b>Total Fee</b>	<b>\$7,996.00</b>

The project will be staffed by senior Landscape Architects providing administration, landscape design, irrigation and CAD services. The hourly fees are \$33.45 for Principal Landscape Architect and \$32.42 for Landscape Architect, the multiplier is 2.93 including a 10% profit margin.

Please call if you wish to discuss this proposal and the scope of services represented, I have endeavored to cover all of the tasks associated with the project, I would appreciate your comments and direction.

I look forward to working with you, Littlejohn and the City of Orlando on this project.

Best regards,



Nancy Prine, ASLA  
FL PLA 0000160





*Surveying and Mapping*

March 17, 2014

Littlejohn Engineering Associates  
Mr. Lennie Arnold, P.E.  
1615 Edgewater Drive, Suite 180  
Orlando, Florida 32804

PS1370-LJ

**Re: West Livingston Street Expansion - Surveying and Mapping Services  
City of Orlando, Florida**

Dear Mr. Arnold:

PEC-Surveying and Mapping (PEC) is pleased to submit our proposal for surveying and mapping services in connection with the above-referenced project.

**SCOPE OF WORK:**

**Topographic Survey:** We propose to perform a Topographic Survey of Project. The Limits of the Survey are as shown on the attached Exhibit. The Survey will locate all above ground improvements within the Survey Limits. All buildings, walkways and drives will be located. A survey baseline will be set in the field and referenced. Subsurface improvements will be located based on above ground evidence. All accessible Utility Inverts will be measured as a part of the Survey.

Elevations will be measured on an approximate 50 foot grid as well as at the location points of all above ground improvements. Elevations will be relative to the North American Datum of 1988 based on two published City of Orlando Benchmarks. Two (2) on site project benchmarks will be established as a part of the survey.

All work will be performed in conformance with the Minimum Technical Standards for Surveying and Mapping in the State of Florida pursuant to Florida Statutes, Chapter 472.027.

**Record Plat:** A Record Plat of the right-of-way to be dedicated will be produced. Permanent Reference Monuments will be set in the field as required by Florida Statutes and the City of Orlando. As required by the City of Orlando and the Orange County Assessor's office two section corners with Certified Corner Records established with State Plane Coordinates will be surveyed and shown on the Record Plat.

The easterly portion of Parramore Avenue as constructed has not formally been dedicated as right-of-way. The Record Plat will create a Metes and Bounds legal description to be used for the required Certificate of Title which will include that portion of the maintained Parramore Avenue.

This proposal does not include the City of Orlando Plat Submittal Package coordination. Other required documents such as the Certificate of Title are to be performed by others and are not a part of this proposal.

Littlejohn Engineering Associates - Mr. Lennie Arnold P.E.  
West Livingston Street Extension - Surveying and Mapping Services  
PS1370-LJ  
March 17, 2014  
Page Two

**Boundary Survey:** Florida Statutes and the City of Orlando require a Boundary Survey of the lands of the Record Plat to be submitted as a part of the Record Plat submittal. The Boundary Survey will be referenced horizontally to the recently platted Livingston right-of-way to the east. The Boundary Survey and the plat will reflect all furnished matters of record in connection to the required Certificate of Title.

**Deliverables:** Deliverables will consist of six (6) signed and sealed prints of Topographic Survey. A CAD file prepared at one inch to 30 feet will also be prepared and delivered to serve as the Base Map for the Civil Engineering. The Record Plat submittal will require 10 full size Boundary Surveys and 10 full size prints of the Record Plat and 13 half size prints.

**Schedule:** We are prepared to commence work within three (3) working days from the notice to proceed and can complete the Topographic Survey portion of the assignment within ten (10) working days.

**Fees:** We propose to perform the work for the following Fees:

Topographic Survey: .....	\$ 5,500.00
Record Plat: .....	\$ 3,750.00
Boundary Survey: .....	\$ 4,000.00

Additional Surveying and Mapping as identified during the Civil Engineering process, such as additional off site surveying, Sketch of Legal Descriptions or other services will be performed subject to additional authorization.

Thank you for the opportunity of submitting this proposal to you. Should this result in a notice to proceed please have the entity responsible for payment execute below and return to serve as our notice to proceed.

Sincerely

*PEC Surveying and Mapping*



David A. White P.S.M.

THIS PROPOSAL IS HEREBY ACCEPTED AND AUTHORIZATION TO PROCEED IS HEREBY GIVEN.

---

Authorized Signature:

Title:

Date:

Name of Project:	Barriers to Access Study
County:	Orange
CPN:	0
FAP No.:	1/071900

Consultant Name: Littlejohn Engineering Associates, Inc.  
Consultant No.: 20130920

[illegible]

**SALARY RELATED COSTS:**  
Multiplier

9933

\$12,392.65  
\$24,702.27

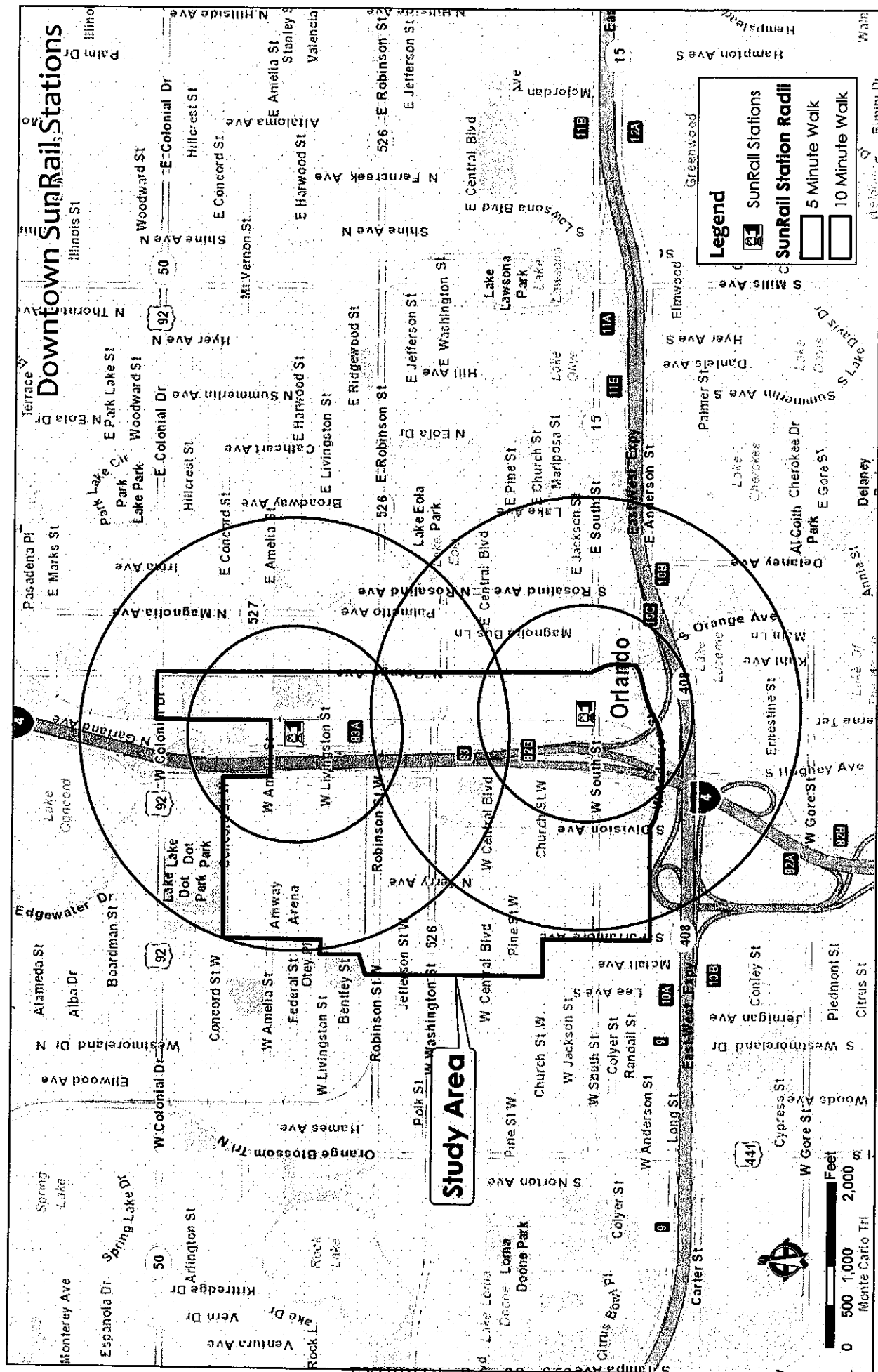
Survey (Field - if by Prime) 0 4-man crew days @ \$ / day

**\$37,094.92**

**\$37.094.92**

**\$37,094.92**

	Goal	Proposed
MBE	18.00%	0.00%
WBE	8.00%	0.00%
Total	26.00%	0.00%



# Barriers to Access Study 0

①

#### 4. Roadway Analysis

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Supervision	LS	%	15%	53	
Nontechnical Subtotal						71
4.21	Coordination	LS	%		0	
4. Total						424

**Technical Meetings**

Data Collection Meeting	EA	1	2	2
Draft Report Review Meeting	EA	1	2	2
ECFRPC Meeting	EA	1	4	4
Public Involvement	EA	1	4	4

**Subtotal Technical Meetings**

**12**

Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0

**Total Meetings**

**12**

Carries to 4.17

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

# **Project Activity 3: General Tasks**

Estimator:

Barriers to Access Study  
0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS		8	0	See listing below
3.7	Plans Update	LS	1	0	0	

### Project Activity 3: General Tasks

Estimator:

Barriers to Access Study

0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
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3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS		8	0	See listing below
3.7	Plans Update	LS	1	0	0	



**Project Activity 3: General Tasks**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>					<b>0</b>	

**3.6 - List of Project Manager Meetings**

Roadway Analysis	EA	4	2	8
Drainage	EA	0	4	0
Utilities	EA	0	0	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	0	0	0
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LIDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	0	0	0
Phase Reviews	EA	0	0	0
Field Reviews	EA	0	0	0
<b>Total Project Manager Meetings</b>		<b>4</b>		<b>8</b>

Carries to 3.6

**Notes:**

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.



**pro|te|an**  
design group

100 east pine street, suite 800  
orlando, florida 32801  
v | 407.246.0044 | 407.246.0040  
www.proteandg.com

March 5, 2014

**Littlejohn Engineering Associates**  
1615 Edgewater Drive, Suite 180  
Orlando, FL 32804

Attention: Mr. Lennie Arnold, P.E.

RE: Fee Proposal for Signal Design for West Livingston Street/N. Parramore Avenue  
Intersection, City of Orlando, Florida

Dear Mr. Arnold;

In accordance with your request, **Protean Design Group, Inc.** is pleased to submit this proposal for performance of signal design services for the above referenced project. Presented herein is our proposed scope of services and design fee information.

#### **Scope of Services**

A mast arm signal design will be performed for the intersection of West Livingston Street and N. Parramore Avenue. All work will be performed utilizing City of Orlando, MUTCD and FDOT standards as applicable. The design will include structural analysis, quantity calculations, street name sign design, power company coordination and plans preparation. It is anticipated that data needed for design including signal timing, survey and geotechnical information will be provided by others.

#### **Design Fee/Schedule**

Based upon the scope of services outlined above, it is estimated that the total fee will be **\$19,295.86**. All work is anticipated to be complete on before December 1, 2014. Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond Protean Design Group control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

We sincerely appreciate the opportunity to submit this proposal, and look forward to getting started on this important project. Please do not hesitate to contact me if you have any questions or if you need additional information.

Sincerely,

**Protean Design Group, Inc.**

Scott G. Horlander, P.E.  
Vice President

# BOBES ASSOCIATES Consulting Engineers, Inc.

150 CIRCLE DRIVE

MAITLAND, FL 32751

February 24, 2014

Littlejohn Engineering Associates, Inc  
1615 Edgewater Drive  
Suite 180  
Orlando, Florida 32804

Attn: Lennie Arnold, P.E.  
Principal

Re: West Livingston Street Extension Streetscape &  
Sunrail Church Street and Lynx Central Stations  
Barriers to Access Study  
City of Orlando RQS13-0536  
Orlando, Florida

Dear Lennie,

We respectfully submit this professional engineering fee proposal for the design and preparation of Electrical Engineering plans and specifications for the above named project. The project consists of the following two separate scopes of work:

1. Design of Lighting and miscellaneous Power for a 1 block long streetscape extension project.
2. Engineering services associated with field measuring lighting levels and preparation of a report outlining the findings in a Study Area around the Church Street Sunrail Station and the Lynx Bus Station – both of which are located in downtown Orlando. See attached Study Area document.

The following services are included in this fee:

## **West Livingston Street Extension Streetscape**

1. Attendance of the Project Kick Off meeting.
2. Design of Streetscape Lighting for the 1 block project scope.
3. Preparation of 30%, 60%, 90% and 100% Construction Documents Submittal for the West Livingston Street Extension Streetscape.
4. Preparation of Photometric Calculations for all Streetscape Lighting. Photometric calculations shall be performed using the latest version of AGI 32 by Lighting Analysts in accordance with IES requirements and shall include close coordination with the local Power Utility Provider to utilize their base standard lighting fixtures or another fixture as selected by the Owner/Design Team. (60%, 90% and 100% submittals).
5. Design of Power Provisions for Irrigation Controllers in the project scope area.
6. Design of Electrical Power Receptacles along West Livingston Street.
7. Coordination with the local Power Utility Provider to provide power for all streetscape

PHONE  
(407) 628-0882

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FAX  
(407) 628-7024

C:\USERS\ARNOLD\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT.OUTLOOK\UXV6\NYN8\RQS 13-0536 WEST LIVINGSTON ST STREETScape BARRIERS TO ACCESS STUDY-BOBES FEE 2-24-14.DOC 3/10/14

- lighting and power.
8. Site Analysis and due diligence including meeting with the local Power Utility provider to establish existing conditions and initiate preliminary discussions of power design.
  9. Attendance of four (4) one person Design Review Coordination meetings with the City of Orlando and Littlejohn Engineering (30%, 60%, 90% and 100%).
  10. Preparation of meeting minutes for all Electrical items discussed at the Design Review Coordination meetings.
  11. Preparation of complete Electrical Construction Documents including drawings and specifications.
  12. Preparation of detailed cost estimate of Electrical systems.
  13. Preparation of Specifications in accordance with Master spec at 60%, 90% and 100% submittals.
  14. Courier Services between the offices of Bobes Associates and Littlejohn Engineers.

**Sunrail Church Street and Lynx Central Stations Barriers to Access Study**

1. Attendance of the Project Kick Off meeting.
2. Preparation of 90% and 100% Report submittals for the Barriers to Access Study.
3. Field measurement of lighting levels and preparation of a report outlining the findings in accordance with attached Study Area PDF document which defines the project study boundaries around the Church Street Sunrail Station and the Lynx Bus Station.
4. Attendance of two (2) one person Study Review Coordination meetings with the City of Orlando and Littlejohn Engineering (90% and 100%).
5. Preparation of meeting minutes for all Lighting Level items discussed at the Study Review Coordination Meetings.

**Not included in our services are the following:**

1. Printing and Plotting of multiple sets of plans of the Electrical files.
2. Preparation of Life Cycle Cost Analysis.
3. Preparation of cost estimates.
4. Post Design services.
5. Signing and Sealing of the Electrical Permit plans and specifications for submittal to the Authority having Jurisdiction.
6. Permitting services including preparation of permit review comment responses and sketches as required for all Electrical items comments.
7. Bidding services including answering contractor's question during bidding and issuing clarifications and revised sketches as required for Electrical systems.
8. Attendance of the pre bid meeting.
9. Attendance of the pre construction meeting
10. Construction Administration Services including Shop Drawing Review, answering RFIs, and attendance of site visits during construction.

The fee and breakdown for the above-mentioned professional services shall be as follows:

Submittal	West Livingston Street Fee Amount	Barriers to Access Study Fee Amount
30% Construction Documents	\$ 2,055.64	\$ 0.00
60% Construction Documents	\$ 3,769.64	\$ 0.00
90% Construction Documents	\$ 3,372.71	\$ 8,657.56
100% Construction Documents	\$ 2,428.95	\$ 4,071.63
<b>Subtotal</b>	<b>\$11,626.94</b>	<b>\$ 12,729.19</b>

**Total Fee (\$11,626.94 + \$12,729.19) = \$24,356.13**

*Payment will be due at the end of each phase.*

*Any additional engineering services shall be provided on an hourly basis as per the hourly rates previously negotiated. Additional services shall be paid on a monthly as billed basis.*

*Fees and services are subject to change if not accepted within 90 days of the date of this proposal.*

*If the foregoing services, fees and arrangements are satisfactory, please sign one copy of this Agreement and return it to us for our records.*

*Sincerely,*

**Bobes Associates  
Consulting Engineers, Inc.**

**Accepted:**  
**Littlejohn Engineering Associates, Inc**

Augusto E. Bobes Jr., P.E.  
Principal

**Lennie Arnold, P.E.**  
**Principal**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PHONE**  
**(407) 628-0882**

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**FAX**  
**(407) 628-7024**

C:\USERS\LARNOLD\APPPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT.OUTLOOK\UXV6\NYN9\RQS 13-0536 WEST LIVINGSTON ST STREETSCAPE BARRIERS TO

# BOBES ASSOCIATES Consulting Engineers, Inc.

150 CIRCLE DRIVE

MAITLAND, FL 32751

February 21, 2014

Littlejohn Engineering Associates, Inc  
1615 Edgewater Drive  
Suite 180  
Orlando, Florida 32804

Attn: Lennie Arnold, P.E.  
Principal

Re: West Livingston Street Extension Streetscape  
Sunrail Church Street and Lynx Central Stations  
Barriers to Access Study  
RQS13-0536  
Orlando, Florida

Dear Lennie,

The following is our firm information pertaining to overhead multipliers and personnel hourly rates.

Our Multiplier Calculation is based on fiscal year 2013 data and is as follows:

Base rate	1.00
<u>Overhead &amp; Fringe</u>	<u>1.58</u>
Subtotal	2.58
<u>Profit 10%</u>	<u>0.258</u>
Overall Multiplier	2.838 use <b>2.84</b>

The individual classification personnel hourly rates are as follows:

<u>CLASSIFICATION</u>	<u>RAW</u> <u>HOURLY RATE</u>	<u>OVERALL</u> <u>MULTIPLIER</u>	<u>FINAL</u> <u>HOURLY RATE</u>
Principal Project Manager	\$43.27	2.84	<b>\$122.89</b>
Mechanical Engineer/ Designer	\$34.62	2.84	<b>\$ 98.32</b>
Electrical Engineer/ Designer	\$36.22	2.84	<b>\$102.86</b>
Cadd Operator	\$23.50	2.84	<b>\$ 66.74</b>
Clerical	\$15.89	2.84	<b>\$ 45.13</b>

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 from a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Augusto E. Bobes Jr., P.E.,

PHONE  
(407) 628-0882

FAX  
(407) 628-7024

C:\Users\LArnold\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\LUXV8N9N\RQS 13-0536 West Livingston St Streetscape Barriers to Access Study-Bobes Hourly Rates Overhead 2-21-14.doc

*President*



8484 Georgia Avenue  
Suite 800  
Silver Spring, MD 20910  
301.927.1900  
301.927.2800 fax  
www.tooledesign.com

March 6, 2014

To: Mr. Lennie Arnold, PE, CPESC  
Principal  
Little John Engineering Associates  
Orlando, Florida  
C 407-308-5879  
T 407-975-1273  
E [larold@leainc.com](mailto:larold@leainc.com)

From: RJ Eldridge  
Vice President | Director of Planning  
Toole Design Group, LLC  
8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910  
T 301-927-1900, 107  
E [reldridge@tooledesign.com](mailto:reldridge@tooledesign.com)

Ken Ray, RLA  
Urban Designer  
Toole Design Group  
T 407 496 2529  
E [kray@tooledesign.com](mailto:kray@tooledesign.com)

Re: **West Livingston Barriers to Access Study, Scope of Work**

Mr. Arnold,  
Toole Design Group (TDG) is pleased to work with Little John Engineering for the City of Orlando with the following proposed scope of work to study the barriers of access along West Livingston Street.

The TDG Team will work with Little John to:

- i) Review the collected data of bicycle lane locations and other bicycle related amenities
- ii) Make recommendations for improvements to improve the bicycle circulation around the Sun Rail stations within the study area
- iii) Develop an approximate construction costs for the proposed improvements
- iv) Provide text, list of suggested improvements, and associated costs for the final study document

**Analysis of existing barriers and needs:** Prior to the TDG analysis, Little John will provide a base map for the study area and all data layers necessary for the study. TDG will use the provided base map to graphically illustrate the existing barriers and the locations of connections under Interstate-4. The connections will be based upon the available right of way, curb to curb dimension, ADT traffic volume,



speed limit, and overall network legibility and connectivity. TDG will make recommendations for improvements to the existing bicycle infrastructure and make recommendations for new bicycle facilities that will increase the access under Interstate-4.

**Approximate construction cost:** The TDG team will develop a cost estimate that will give linear cost takeoffs for the individual facility improvements and new facility construction. These cost estimates will allow the final report to give recommendations based upon the value added and the physical costs of the facilities. The City of Orlando can then use these costs to prioritize projects and to allocate funding.

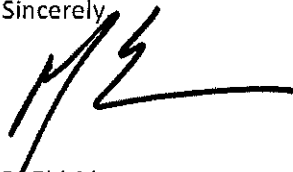
**Scheduling:** TDG looks forward to working with Little John and the City of Orlando to determine when to kick-off this project and to complete the study and recommendations with a 6 month period of time..

**Deliverables:** TDG will develop a plan graphic that illustrates the existing barriers and conditions, a plan graphic that illustrates the proposed bicycle facility network, and graphic illustrations and photos to show the desired facility designs. Our team will provide text narrative for the final plan document that describes our recommendations and a list of the proposed projects with their estimated costs.

**Fee Estimate:** The cost of this project will include the fees, as shown in the attached table, plus any direct expenses.

Please do not hesitate to contact Ken Ray directly, or me, if you have any questions or comments about this proposed scope of work. We look forward to the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. Eldridge', written over a horizontal line.

R. Eldridge

Vice President

# Budget Detail

Tasks	Project					Task Fee	
	Manager	Designer	Engineer	Assistant	Hourly Subtotal	Subtotal	
	Ray	Leckvarcik	Schultheiss	Valaitis			
	\$110.00	\$107.00	\$200.00	\$70.00			
Task 1							
Project Management	6			2	8	\$800.00	
QA/QC/QMS			2		2	\$400.00	
Needs analysis	8	8			16	\$1,736.00	
Concept design	10	8			18	\$1,956.00	
Cost estimate	5	2			7	\$764.00	
Narrative	8	2			10	\$1,094.00	
Hours Subtotal	37	20	2	2	61		
Labor Subtotal	\$4,070.00	\$2,140.00	\$400.00	\$140.00		\$6,750.00	
Total Labor for Charrette						\$6,750.00	
Direct Expenses						\$200.00	
GRAND TOTAL						\$6,950.00	

## 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 Agreement for the Work and Services as set forth herein, are accurate, complete, and current at the date of the Agreement's execution.

**Littlejohn Engineering Associates, 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  
\_\_\_\_\_ as identification, and known by me to be the  
\_\_\_\_\_ of the corporation named above, and acknowledged  
before me that he/she executed the foregoing instrument on behalf of said corporation as its true  
act and deed, and that he/she was duly authorized to do so.

*WITNESS* my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT II**

# **HUD COOPERATIVE AGREEMENT**

**EXHIBIT III**

# Assistance Award/Amendment

## U.S. Department of Housing and Urban Development Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number FLRIP0050-11	4. Amendment Number 1	5. Effective Date of this Action February 1, 2012	6. Control Number
7. Name and Address of Recipient East Central Florida Regional Planning Council 309 Cranes Roost Blvd. Suite 2000 Altamonte Springs, FL: Florida 32701-3422  Phone: 407-262-7772 Fax: 407-262-7788		8. HUD Administering Office Office of Sustainable Housing and Communities 451 7 <sup>th</sup> Street, SW, Room 10180 Washington, DC 20410	
10. Recipient Project Manager Philip Laurien		8a. Name of Administrator J. Malcom Smith	8b. Telephone Number 202-402-6472
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Naomi E. Friedman, 202-402-3011, Naomi.E.Friedman@hud.gov	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office 801 Cherry Street Unit #45, Suite 2500 Fort Worth, TX 76102	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount \$0.00		15a. Appropriation Number 861/30162	15b. Reservation number FLRIP0050-11
HUD Amount this action \$2,400,000.00		Amount Previously Obligated \$0.00	
Total HUD Amount \$2,400,000.00		Obligation by this action \$2,400,000.00	
Recipient Amount \$ 568,200.00		Total Obligation \$2,400,000.00	
Total Instrument Amount \$ 2,968,200.00			

### 16. Description

Employer Identification Number: 590993342

Program Code: RIP

This instrument (the HUD-1044, HUD-1044 Continuation Sheet) sets forth a legally binding agreement between the parties as to all amounts, deliverables, tasks, period of performance, terms and conditions, here within, whether implicitly stated or referenced. The Recipient certifies that all administrative and financial provisions of this instrument are in and will continue to be in compliance for the duration of the period of performance. All covenants, referenced or stated, are agreed to by the recipient upon signing this instrument.

The grantee has been set-up in LOCCS and approved; and

1. HUD-1044 and HUD-1044 Continuation Sheet(s)
2. Grant Agreement Terms and Conditions
3. HUD 424-CBW, Total Budget Summary
4. Grant Deliverables (See HUD 1044 Continuation Sheet)
5. Work Plan (Tasks within Work Plan are considered deliverables)
6. OMB Circulars A-122, A-133 and A-110, which is incorporated in 24 CFR Part 84 and 24 CFT Part 85
7. Office of Sustainable Housing and Communities (OSHC) Program Policy Guidance.
8. Notice of Funding Availability (Docket No. FR-5500-N-30FA)

Period of Performance is 36 months from February 1, 2012 to January 31, 2015.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Philip Laurien		20. HUD (By Name) J. Malcom Smith, Grant Officer	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
			11/21/2011

form HUD-1044 (8/90)  
ref. Handbook 2210.17

## HUD CONTINUATION SHEET

**1. BUDGET**

	HUD Amount	Match /Leverage Amount	Total
Direct Labor	\$323,784.00	\$64,757.00	\$388,541.00
Fringe Benefits	\$122,800.00	\$24,560.00	\$147,360.00
Travel	\$6,871.00	\$1,374.00	\$8,245.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00
Contracts	\$1,809,000.00	\$450,000.00	\$2,259,000.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$4,836.00	\$967.00	\$5,803.00
Indirect Cost	\$132,709.00	\$26,542.00	\$159,251.00
<b>Total</b>	<b>\$2,400,000.00</b>	<b>\$568,200.00</b>	<b>\$2,968,200.00</b>

If the grantee's match/leverage contribution is less than **\$568,200.00** the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's requirement or to reduce the Government's share proportionally. The grantee shall notify HUD at any time it believes it will not meet its match requirement. In addition, the grantee shall obtain HUD approval regarding any changes concerning the intended use of matching funds. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

**2. AMOUNT OF COST SHARE**

The estimated cost for the performance of this grant is **\$2,968,200**. HUD shall not be obligated to reimburse East Central Florida Regional Planning Council in excess of **\$2,400,000**. The Grantee agrees to bear without reimbursement from HUD **\$568,200.00** of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of **\$2,968,200.00**; all such excess costs shall be borne entirely by the Grantee.

**3. KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed hereunder:

Name	Title	% of time on the grant
George Kinney	Planning Manager/Interim Executive Director	26%
Fred Milch	Project Review Manager	34%
Elizabeth Rothbeind	Economic Development and Communications Specialist	15%
Claudia Paskauskas	GIS Manager	20%
Andrew Landis	Planner III, Policy and Legislative Affairs	20%

**4. SUBSTANTIAL INVOLVEMENT**

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:

**Studies and Reports**

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

**Approvals and Reviews**

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;

## HUD CONTINUATION SHEET

- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

**Participation and Monitoring**

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

**5. INDIRECT COSTS/PROVISIONAL RATE**

28.49%

Note: Grantee has agreed to process an indirect cost rate following HUD's policies and procedures. This process should begin no later than 90 days after the execution of this grant agreement.

**6. AUDIT INFORMATION**

East Central Florida Regional Planning Council submitted an audit report conducted by the Moore Stephens Lovelace, P.A. for the year ending September 30, 2009. The audit report attests to East Central Florida Regional Planning Council Planning practice of generally accepted accounting principles and compliance with laws and regulations relating to government auditing standards. The internal control structure has been reviewed in accordance with OMB Circular A-133 and found to be in compliance with requirements that are applicable to certain of its major federal programs.

**7. REPORTS AND DELIVERABLES**List of Deliverables:

- ① Final Workplan: 60 calendar days from the effective date of the cooperative agreement. *April 1, 2012*
- ② Logic Model: 60 calendar days from the effective date of the cooperative agreement. *April 1, 2012*
- ③ Verification of Outreach to Public Housing Authorities: 60 calendar days from the effective date of the cooperative agreement. *April 1, 2012*
- ④ Consortium Agreement: 120 calendar days from the effective date of the cooperative agreement. *June 1, 2012*
- ⑤ Comprehensive Regional Plan for Sustainable Development 34 months from the effective date of the cooperative agreement. *Dec 31, 2014*
- ⑥ Commitment to participate in performance measurement and evaluation conducted by third party. *Dec 31, 2014*
- ⑦ Activities pertaining to the Fair Housing Equity Assessment as referenced in the NOFA (FR-5500-N-30FA).

Reports:

1. Semi-annual Reporting (two reports per calendar year).
2. Additional Reporting Requirements: Additional reporting requirements as outlined in the NOFA (FR-5500-N-30FA), FY11 HUD General Section (FR-5500-N-01) and 24 CFR 85.40.

**8. SPECIAL CONDITIONS**

N/A

U.S. Department of Housing and Urban Development  
Office of Sustainable Housing And Communities

**COOPERATIVE AGREEMENT PROVISIONS**

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## A. GENERAL

### 1. Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan, deliverables outcomes and budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

### 2. Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

### 3. Definitions

- a. "Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.
- b. "Equipment" means a tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- c. "DUNS" means Dun and Bradstreet Data Universal Numbering System.

- d. "Grant Officer (GO)" means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.
- e. "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- f. "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.
- g. "Grantee" as used herein refers to the recipient of this cooperative agreement.
- h. "NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.
- i. "NOPI" means Notice of Public Interest
- j. "OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.
- k. "Publication" includes:
  - (1) Any document containing information for public consumption; or
  - (2) The act of, or any act which may result in, disclosing information to the public.
- l. "Recipient" Any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

m. "Subaward" means:

(1) A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

(a) The recipient awards to an eligible sub-recipient; or

(b) The sub-recipient at one tier awards to a sub-recipient at the next lower tier.

(2) The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, §.210 of the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

(3) A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

- n. "Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in §.210 of OMB Circular A-133 (2 CFR Part 180).
- o. "Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount). This is the sum of the federal award and grantee match.
- p. "Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

## **B. PROGRAM REQUIREMENTS**

### **1. Allowable Costs**

- a. This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

- b. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; <a href="http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html">http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html</a>
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf</a>
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	<a href="http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948">http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948</a>

- c. Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, [www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

## 2. Administrative Requirements

The grantee must adhere to all respective uniform administrative rules for Federal grants and cooperative agreements and subawards as follows:

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations	24 CFR Part 84	<a href="http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc">http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc</a>
Administrative Requirements for Grants	24 CFR Part 85	<a href="http://www.hud.gov/offices/lead/librar">www.hud.gov/offices/lead/librar</a>

and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments		y/lead/24_CFRPART_85.pdf
Grants and Cooperative Agreements with State and Local Governments	OMB Circular A-102	<a href="http://www.whitehouse.gov/omb/circulars_a102">http://www.whitehouse.gov/omb/circulars_a102</a>
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110 (Relocated to 2 CFR Part 215)	<a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations; and	OMB Circular A-133 (Relocated to 2 CFR Part 180),	<a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>

### 3. Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

### 4. Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

### 5. Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the “**Total Instrument Amount**”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “**Total HUD Amount**”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for

more information. The proposed contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "**Recipient Amount**" of the total costs. The Grantee is not obligated to contribute more than the "**Recipient Amount**". However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "**Total Instrument Amount**".

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "**Recipient Amount**" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

## **6. Budget**

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a bi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a bi-annual basis and is due 30 days after the reporting period.

### **7. Central Contractor Registration (CCR)**

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards.

### **8. Certifications and Assurances**

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- a. Standard Form 424 or HUD 424, Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification Regarding Parties Excluded From Procurements
- e. Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- f. Certification/Disclosure Regarding federal Debt
- g. Certification Regarding a Drug-Free Workplace
- h. Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

### **9. Changes**

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the total HUD amount among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.



### **10. Closeout**

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

### **11. Collection Of Data**

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

## **12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)**

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;

- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

### **13. Conduct of Work**

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

### **14. Confidentiality**

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

### **15. Contact Information Updates**

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

### **16. Copyrights**

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this

grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

### **17. Default and Disputes**

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

#### **18. Deliverable Products**

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

#### **19. Equipment**

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

#### **20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)**

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America  
DHUD P.O. Box 277303  
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

## **21. Environmental Review**

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

## **22. Fair Housing and Civil Rights Laws**

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
  3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
  4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
  5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
  6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
  7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Initiative Grant Programs.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.



**35. Order of Precedence**

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

**36. Patent Rights (Small Business Firms And Nonprofit Organizations)**

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer  
Office of Sustainable Housing and Communities  
U.S. Department of Housing and Urban Development  
451 Seventh Street SW, Room 10180  
Washington, DC 20410-3000

**37. Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

**38. Personnel**

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

**39. Profit/Fee**

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

**40. Program Income**

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

**41. Prohibited Use of Funds**

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

#### **42. Publications and News Releases and Social Media**

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

#### **43. Reporting**

##### **a) Deliverables**

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

##### **b) Bi-Annual Progress Reports**

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

##### **c) Required Reports**

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

**d) Final Report**

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

**44. Reproduction of Reports****BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED**

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

**45. Review of Deliverables**

- a) Definition - For the purpose of this clause, "Deliverables" include:
  - 1) All interim and final reports;
  - 2) Survey instruments required by Work Plan, if applicable;
  - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
  - 4) In-kind and leverage commitments, if applicable.
- b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

#### **46. Scope of Services**

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

#### **47. Section 508 Compliance**

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at [www.hud.gov/assist/webpolicies.cfm](http://www.hud.gov/assist/webpolicies.cfm).

#### **48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.**

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

#### **49. Special Conditions**

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

#### **50. Sub-recipient Monitoring and Management**

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

#### **51. Whistleblower Protection**

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to [hotline@hudoig.gov](mailto:hotline@hudoig.gov)

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

# Assistance Award/Amendment

## U.S. Department of Housing and Urban Development Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number FLRIP0050-11	4. Amendment Number 1	5. Effective Date of this Action February 1, 2012	6. Control Number
7. Name and Address of Recipient East Central Florida Regional Planning Council 309 Cranes Roost Blvd. Suite 2000 Altamonte Springs, FL: Florida 32701-3422  Phone: 407-262-7772 Fax: 407-262-7788		8. HUD Administering Office Office of Sustainable Housing and Communities 451 7 <sup>th</sup> Street, SW, Room 10180 Washington, DC 20410	
10. Recipient Project Manager Hugh W. Harling, Jr.		8a. Name of Administrator J. Malcom Smith	8b. Telephone Number 202-402-6472
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Naomi E. Friedman, 202-402-3011, Naomi.E.Friedman@hud.gov	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office 801 Cherry Street Unit #45, Suite 2500 Fort Worth, TX 76102	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount \$0.00		15a. Appropriation Number 861/30162	15b. Reservation number FLRIP0050-11
HUD Amount this action \$2,400,000.00		Amount Previously Obligated \$0.00	
Total HUD Amount \$2,400,000.00		Obligation by this action \$2,400,000.00	
Recipient Amount \$ 568,200.00		Total Obligation \$2,400,000.00	
Total Instrument Amount \$ 2,968,200 .00			

### 16. Description

Employer Identification Number: 590993342

Program Code: RIP

**This instrument (the HUD-1044, HUD-1044 Continuation Sheet) sets forth a legally binding agreement between the parties as to all amounts, deliverables, tasks, period of performance, terms and conditions, here within, whether implicitly stated or referenced. The Recipient certifies that all administrative and financial provisions of this instrument are in and will continue to be in compliance for the duration of the period of performance. All covenants, referenced or stated, are agreed to by the recipient upon signing this instrument.**

The grantee has been set-up in LOCCS and approved; and

1. HUD-1044 and HUD-1044 Continuation Sheet(s)
2. Grant Agreement Terms and Conditions
3. HUD 424-CBW, Total Budget Summary
4. Grant Deliverables (See HUD 1044 Continuation Sheet)
5. Work Plan (Tasks within Work Plan are considered deliverables)
6. OMB Circulars A-122, A-133 and A-110, which is incorporated in 24 CFR Part 84 and 24 CFT Part 85
7. Office of Sustainable Housing and Communities (OSHC) Program Policy Guidance.
8. Notice of Funding Availability (Docket No. FR-5500-N-30FA)

**Period of Performance is 36 months from February 1, 2012 to January 31, 2015.**

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Hugh W. Harling, Jr.		20. HUD (By Name) J. Malcom Smith, Grant Officer	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
			11/21/2011



## HUD CONTINUATION SHEET

**1. BUDGET**

	HUD Amount	Match /Leverage Amount	Total
Direct Labor	\$323,784.00	\$64,757.00	\$388,541.00
Fringe Benefits	\$122,800.00	\$24,560.00	\$147,360.00
Travel	\$6,871.00	\$1,374.00	\$8,245.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00
Contracts	\$1,809,000.00	\$450,000.00	\$2,259,000.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$4,836.00	\$967.00	\$5,803.00
Indirect Cost	\$132,709.00	\$26,542.00	\$159,251.00
<b>Total</b>	<b>\$2,400,000.00</b>	<b>\$568,200.00</b>	<b>\$2,968,200.00</b>

If the grantee's match/leverage contribution is less than **\$568,200.00** the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's requirement or to reduce the Government's share proportionally. The grantee shall notify HUD at any time it believes it will not meet its match requirement. In addition, the grantee shall obtain HUD approval regarding any changes concerning the intended use of matching funds. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

**2. AMOUNT OF COST SHARE**

The estimated cost for the performance of this grant is **\$2,968,200**. HUD shall not be obligated to reimburse East Central Florida Regional Planning Council in excess of **\$2,400,000**. The Grantee agrees to bear without reimbursement from HUD **\$568,200.00** of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of **\$2,968,200.00**; all such excess costs shall be borne entirely by the Grantee.

**3. KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed hereunder:

Name	Title	% of time on the grant
George Kinney	Planning Manager/Interim Executive Director	26%
Fred Milch	Project Review Manager	34%
Elizabeth Rothbeind	Economic Development and Communications Specialist	15%
Claudia Paskauskas	GIS Manager	20%
Andrew Landis	Planner III, Policy and Legislative Affairs	20%

**4. SUBSTANTIAL INVOLVEMENT**

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:

## Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

## Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;

HUD CONTINUATION SHEET

- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

**5. INDIRECT COSTS/PROVISIONAL RATE**

28.49%

Note: Grantee has agreed to process an indirect cost rate following HUD's policies and procedures. This process should begin no later than 90 days after the execution of this grant agreement.

**6. AUDIT INFORMATION**

East Central Florida Regional Planning Council submitted an audit report conducted by the Moore Stephens Lovelace, P.A. for the year ending September 30, 2009. The audit report attests to East Central Florida Regional Planning Council Planning practice of generally accepted accounting principles and compliance with laws and regulations relating to government auditing standards. The internal control structure has been reviewed in accordance with OMB Circular A-133 and found to be in compliance with requirements that are applicable to certain of its major federal programs.

**7. REPORTS AND DELIVERABLES**

List of Deliverables:

1. Final Workplan: 60 calendar days from the effective date of the cooperative agreement.
2. Logic Model: 60 calendar days from the effective date of the cooperative agreement.
3. Verification of Outreach to Public Housing Authorities: 60 calendar days from the effective date of the cooperative agreement.
4. Consortium Agreement: 120 calendar days from the effective date of the cooperative agreement.
5. Comprehensive Regional Plan for Sustainable Development 34 months from the effective date of the cooperative agreement.
6. Commitment to participate in performance measurement and evaluation conducted by third party.
7. Activities pertaining to the Fair Housing Equity Assessment as referenced in the NOFA (FR-5500-N-30FA).

Reports:

1. Semi-annual Reporting (two reports per calendar year).
2. Additional Reporting Requirements: Additional reporting requirements as outlined in the NOFA (FR-5500-N-30FA), FY11 HUD General Section (FR-5500-N-01) and 24 CFR 85.40.

**8. SPECIAL CONDITIONS**

N/A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**

It is certified that neither the below-identified firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

1. By signing and submitting this certification with the proposal, the Consultant (referred to hereinafter as prospective lower tier participant) is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this certification clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State of Florida, and the City, such entities may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in all lower tier subcontracts and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT V**

## SECTION 3 CLAUSE

### *§ 135.38 Section 3 clause.*

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).