

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 **CPH, Inc.**, a Florida corporation doing business locally at 1117 East Robinson Street, Orlando, Florida 32801, (ENGINEER or Consultant).

WHEREAS, the CITY issued a Request for Qualification Statements (RFQ) for the Design Review, Construction Administration, and Construction Inspection for I-4 Ultimate Utility Relocation Project (Project);

WHEREAS, the ENGINEER was selected by the CITY to provide professional engineering services as further described below for the Project and the parties 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

ENGINEER's services for the Project shall include serving as the CITY's design review professional and 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 assigned in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the engineering profession and the standards and time frames set forth in the Utility Work Agreement (Utility Agreement) to be entered into between the City and Skanska-Granite-Lane (SGL) contingent upon approval by the City Council of the City on March 9, 2015 or at a subsequent City Council meeting. ENGINEER shall provide design review for City utility relocation work and construction engineering inspections (Basic Services) as directed by the City's Public Works Director or his designee. Such work shall be performed in accordance the scope of services set forth on Exhibit I to this Agreement, attached hereto and incorporated herein by this reference. In addition, ENGINEER shall also perform such other work (Additional Services) related to the Project as assigned by the City's Public Works Director or his designee. Basic Services and Additional Services hereinafter collectively referred to as Services (Services).

SECTION 2 FEE

The fee (Fee) schedule for the Basic and Additional Services has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as Exhibit II. The parties acknowledge and agree that said fee was negotiated in good faith based upon overhead rates (indirect rates) and direct salary multipliers which were (are) not capped. 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 commence on February 9, 2015 and be completed by the end of business (5:00 p.m.) on February 8, 2018. It is also agreed that the CITY acting through its Public Works Director (or his designee) or the Project Manager shall have the option to extend this Agreement, as necessary to complete a present scope of Services or to provide Additional Services related to the Project.

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 ("Director") or his designee shall appoint a Project Manager for this Project. Except as otherwise expressly provided in this Agreement, 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 II. The ENGINEER must submit with each Invoice a detailed description of the Services for which payment is sought, an updated CD-ROM of the design files and an updated Project schedule in detail and format acceptable to CITY. Prior to submission of each of the Invoices, ENGINEER shall comply with the monthly reporting requirements of Subsection 15.16.3.

5.1.2. The ENGINEER fully acknowledges and agrees that if, at any time, it performs Services

on a Project without the approval or direction of the City's Public Works Director (or his designee) or the City's Project Manager; then the ENGINEER shall perform such Services at the ENGINEER's own risk.

5.2. Reimbursable Expenses

"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for existing facility and Subconsultant visitation; toll telephone calls and telegrams; reproduction of reports, drawings and specifications, and similar Project-related items, all in accordance with the CITY's written procurement policies and directives, including but not limited to City Policy and Procedure 133.3 entitled "Reimbursable Expenses."

5.3. Payments by Owner

5.3.1. All Services' payments (Payment) shall be made by the CITY to the ENGINEER in accordance with Florida prompt payment laws upon 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 15.16.3 (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, if necessary, an adjustment of the Fee specified in Exhibit II to reflect such modification. The Fee adjustment due to modification in the scope of Services may be calculated utilizing the same method of compensation applicable to the 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 and remaining work thereafter properly performed.

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 his reasonable and provable costs, including demobilization, remobilization, and Subconsultant expenses incurred attributable to any delay approved or caused by the actions or inaction of the CITY.

5.9. Termination

Upon the termination of this 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 statutory period (§95.11, Fla. Stat., as it may be from time-to-time amended). The Written Work shall be a "work made for hire" and the CITY shall

be vested with all rights of ownership of the Written Work whatever kind and however created that may be in existence thereto.

8.2. Reuse of Documents

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

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:

David E. Mahler, P.E.
1117 East Robinson Street
Orlando, Florida 32801

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 Director and Chief Procurement Officer separately, at:

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

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

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

SECTION 10 CONFLICTS OF INTEREST

The ENGINEER represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the ENGINEER to be conducted hereunder. The ENGINEER further represents and warrants to the CITY that it has not employed (or retained for a commission, percentage, brokerage, contingent fee, or other consideration) any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this 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 CITY REPRESENTATIVE

The CITY's Director of Public Works or his authorized designee(s) shall act as the CITY's agent with respect to the Services to be rendered by the ENGINEER hereunder, and, except as expressly set forth below, shall have full authority to take all actions on behalf of the CITY related to this Contract, including but not limited to transmitting all instructions, receiving information, notifying ENGINEER of any breaches of this Contract or improperly performed work, and communicating the CITY's policies and decisions to the ENGINEER. The CITY's Director of Public Works authority to act shall be in addition any authority granted to specific

CITY employees in other sections of this Contract. Any action that may be taken by the CITY's Director of Public Works or his designee related to this Contract, may also be taken by the CITY's Chief Procurement Officer or her designee. Notwithstanding the preceding, any final action by the CITY to terminate this Contract in whole, whether for cause or convenience, may only be taken by the CITY's Chief Procurement Officer or her designee; provided, however, that nothing herein shall be deemed to preclude the Director of Public Works or his designee from suspending any or all work or from modifying or terminating specific portions of authorized work in his discretion.

SECTION 13 ENGINEER'S PROJECT TEAM

The ENGINEER shall assign members of its staff as the ENGINEER's Principal-in-Charge, Project Manager and Key Personnel (Project Team), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The ENGINEER shall indicate to the CITY the authority and powers that the ENGINEER's Project Team shall possess during the life of the Project. The ENGINEER agrees that the CITY shall have the right to approve the ENGINEER's Project Team, and that the ENGINEER shall not change any member of its Key Personnel without written notice to the CITY. Furthermore, if any member of the ENGINEER's Project Team is removed from his Project duties, or his employment is otherwise terminated or curtailed by the ENGINEER, or if the ENGINEER's Project Team member terminates his employment with the ENGINEER, then the ENGINEER shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CITY's approval. The CITY covenants that its approval shall not be unreasonably withheld.

SECTION 14 INDEMNIFICATION AND INSURANCE

14.1. Indemnification

14.1.1 ENGINEER's Indemnification of CITY. The ENGINEER shall indemnify and hold harmless the CITY, the Florida Department of Transportation (including the Florida Turnpike Enterprise), and their 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 Contract as specified in Section 7.

14.2.2 Certificates of Insurance.

Prior to commencing work, and as a condition precedent to the ENGINEER's and its Subconsultants' initiation of performance, the ENGINEER and its Subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the ENGINEER shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type (except for errors and omissions coverage which may be issued on a "claims made" basis).

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, to waive all rights of subrogation against the CITY, its officers, elected officials, agents and employees and against other contractors and subcontractors.

14.2.5 Types of Coverage to be Provided.

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

14.2.5.1 Workers' Compensation and Employer's Liability.

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

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

14.2.5.2 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

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

14.2.5.3 Commercial General Liability.

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

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

14.2.5.4 ENGINEER's Errors and Omissions Policy.

The ENGINEER shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000, or the ENGINEER shall provide the CITY with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and

will thereafter recover the deductible from the insured-ENGINEER. The errors and omissions policy shall be in effect and shall insure the ENGINEER's performance on CITY projects.

14.2.6 City's Right to Inspect Policies.

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

SECTION 15 MISCELLANEOUS PROVISIONS

15.1. Local, State and Federal Obligations

15.1.1. Discrimination. The ENGINEER, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, religion, family status, sex, or sexual orientation; and 2) the ENGINEER shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this 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. All design plans and specifications, if any, prepared by the ENGINEER as part of its Services shall comply with the federal Americans With Disabilities Act, Florida Americans With Disabilities Accessibility Implementation Act, and regulations and guidelines applicable thereto, all as may be from time to time amended. The ENGINEER shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection. The CITY shall also reimburse the ENGINEER for all reasonable costs related to such compliances as outlined in this Subsection.

15.1.3. Licenses. The ENGINEER shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other permits, and other authorizations as are required by local, state, or federal law, in order for

the ENGINEER to render its Services or work as described herein. The ENGINEER shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

15.1.4. Compliance With New Regulations. The ENGINEER agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the ENGINEER to qualify for local, state, or federal funding for the Services to be rendered by the ENGINEER, then the ENGINEER shall consent to and make such modifications or amendments in a timely manner. If the ENGINEER is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the ENGINEER, to terminate this 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 shall require all Subconsultants to comply with the terms of this Agreement and all requirements imposed by applicable federal, state, and local laws and regulations, include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

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 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.

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

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 III. 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. DBE Participation

15.16.1. It is the policy of U.S. Department of Transportation ("USDOT"), the Florida Department of Transportation ("Department"), and the City that DBEs have an equal opportunity to participate in the performance of contracts and subcontracts. To achieve this goal, DBEs are encouraged to compete for procurement contracts and shall have full access to these opportunities. The Department has established a DBE program in accordance with such federal laws and regulations. The CITY shall participate in the Department's DBE race neutral program for this Project.

15.16.2. The DBE participation goal on this Project is 9% DBE and 3% non-DBE Small Business.

15.16.3. The CITY is collecting information on both actual payments made to Subconsultants and DBE commitment amounts. Actual payment information will be collected and provided to the CITY by ENGINEER in such manner, frequency and format as directed by the CITY. DBE commitments will be collected through the Anticipated DBE Participation Statement submitted by the ENGINEER prior to award of the Agreement. An amended Anticipated DBE Participation Statement shall be filed by ENGINEER with the CITY whenever there is a change in the ENGINEER'S anticipated DBE usage, and anytime additional work is authorized or a substantial amendment is made to previously authorized work. The ENGINEER shall report monthly to the CITY through such reporting system as required by the CITY, the actual payments, retainage, DBE status, and the work type of all Subconsultants on this Project. The reporting shall include all DBE, non-DBE small businesses, and all other non-DBE Subconsultants. The ENGINEER shall also create and maintain the following records to monitor DBE utilization efforts: 1) the procedures adopted by ENGINEER to comply with the contractual DBE requirements, 2) the

number of contracts awarded to DBEs and non-DBE small businesses, 3) the dollar value of the contracts awarded to DBEs and non-DBE small businesses, 4) the percentage of the dollar value of contracts awarded to DBEs and non-DBE small businesses as a percentage of the dollar value of the Agreement, 5) a description of the general categories of contracts awarded to DBEs and non-DBE small businesses, and 6) the specific efforts employed by the ENGINEER to identify and award contracts to DBEs and non-DBE small businesses. The ENGINEER shall provide these records to the CITY upon request. These records shall be maintained by the ENGINEER for a minimum of five (5) years following acceptance of final payment from the CITY.

15.16.4. Prior to their performing any work pursuant to this Agreement, the CITY shall have the right to review and approve the use of all subcontractors, including any and all DBE and non-DBE small businesses Subconsultants. ENGINEER shall not terminate a DBE subcontractor or non-DBE small business and perform the work with its own forces or an affiliate's without the prior written approval of the CITY. If a DBE subcontractor or non-DBE small business is terminated or fails to complete the work for any reason, ENGINEER shall make good faith efforts to find another DBE subcontractor or non-DBE small business to substitute for the original subcontractor.

15.17. Concession Agreement and Utility Agreement Requirements

15.17.1. Pursuant to the provisions of that certain Concession Agreement for the Ultimate I-4 Project between the Department and Mobility Partners ("Concessionaire") dated September 4, 2014 ("Concession Agreement") which provides for reimbursement of utility owners, the CITY will be entering into a Utility Agreement with the design-build contractor of the Concessionaire ("Utility Agreement") subject to City Council approval at its March 9, 2015 meeting or a subsequent meeting. All work under this Agreement shall comply with and conform to all of the applicable requirements of the Utility Agreement related to Services provided by ENGINEER. In addition, although federal funds are not being received directly by the CITY for this Project, in the performance of work under this Agreement, ENGINEER shall comply with the provisions of Exhibit IV required by the Department and the provisions of Exhibit V required by the Department entitled "Terms for Federal Aid Contracts" which is attached hereto and incorporated herein by this reference, each of which are attached hereto and incorporated herein by this reference.

15.17.2. Records of costs incurred and all other records related to the performance of work hereunder shall be maintained in Orlando, Florida, and made available by ENGINEER and its subcontractors at all times during the term of the Agreement and for the later of (i) five (5) years after final payment is made hereunder or (ii) five (5) years after Final Acceptance of the Ultimate I-4 design and construction work by FDOT as that term is defined in the Concession Agreement. Copies shall be furnished upon request by the CITY. 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 Department considers necessary for an audit. If any litigation, claim or audit is started before the expiration of the applicable 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 records for the purposes of making audit, examination, inspections,

copies, excerpts and transcriptions shall be given by ENGINEER to the CITY, U.S. Department of Transportation, the Department, the Comptroller General of the United States, the State Comptroller, the State Chief Financial Officer, the State Office of the Auditor General, any other state and federal department or agency with jurisdiction, and their representatives within 48 hours prior written notice (or unannounced and without prior notice where there is good faith suspicion of fraud or criminal activity).

15.17.3. The ENGINEER shall permit the City and Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

15.17.4. If travel reimbursement is authorized by the CITY in the Agreement, the ENGINEER must submit bills for any travel expenses in accordance with §112.061 of the Florida Statutes and Chapter 3 – Travel of the Department Disbursement Operations Manual.

15.17.5. If the Department terminates or suspends the Concession Agreement or the Utility Agreement is terminated or suspended for any reason, the CITY shall have the right to terminate or suspend this Agreement either for cause or for the CITY's convenience, as applicable.

15.17.6. This Agreement is subject to the approval of the Department upon its request. The Department has the right to review the qualifications of any consultant or contractor of the CITY and to approve or disapprove the employment of same.

15.17.7. The ENGINEER certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. ENGINEER (and each Subconsultant whose contract equals or exceeds \$25,000) shall execute and return with the Agreement, and deliver thereafter during the term of this Agreement not later than January 31st of each year, an executed copy of Exhibit VI, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts. If at any time the ENGINEER or a subcontractor learns that the certification it provided to the CITY was erroneous when submitted or has become erroneous by reason of changed circumstances, the ENGINEER or subcontractor shall provide immediate written notice to the CITY.

In addition, the ENGINEER certifies, by execution of this Agreement, that it and its Subconsultants will comply with all requirements imposed by applicable federal, state, local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" in 49 CFR Part 29, when applicable. Eligibility can be verified at: For Federal – <https://www.sam.gov> and for DMS link for State and federally disqualified vendors – http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

15.17.8. In connection with the carrying out of any Project, the 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, pre-apprenticeship, and/or on-the-job training. ENGINEER agrees to and shall comply with the Department's Equal Employment Opportunity Requirements set forth on Exhibit VII attached hereto and incorporated herein by this reference. 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. The ENGINEER shall insert a similar provision to the foregoing in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15.17.9. The ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by FDOT setting forth the provisions of this nondiscrimination clause. 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, or sex in the performance of this Agreement and shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. 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;

- (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 or sex;

- (iv) it shall insure, and include such assurance in solicitations for employment and subcontracts, that respondents for work and material solicited by ENGINEER will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award of a contract and that disadvantaged business

enterprises (DBEs) shall have full opportunity to submit responses to such solicitations. 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 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26; and

(v) it will act in accordance with Section 504 of the Rehabilitation Act and Title 49, Code of Federal Regulations, Department of Transportation, Part 27 – Nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance, and under the ADA whether or not there is federal financial assistance and understands and agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the ADA and Section 504, the Regulations, and this Agreement.

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. ENGINEER shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

15.17.10. 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. 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. In addition, an entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by the Department of Transportation to be a non-responsible contractor may not submit a bid (or other response to a solicitation) or perform work for the construction or repair of a public building or public work on a contract with the CITY. 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 or had its Certificate of Qualification suspended, revoked, denied or has been determined by the Department of Transportation to be a non-responsible contractor or consultant.

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

15.17.13. 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. ENGINEER shall execute and return with the Agreement a copy of Exhibit VIII, Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts.

15.17.14. 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, 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. The ENGINEER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the ENGINEER during the term of the Agreement. In addition, ENGINEER shall require any subcontractors performing work or providing services pursuant to the Agreement to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. As set forth in the terms governing use of the system, E-Verify participation posters which are available on the U.S. Citizenship and Immigration Services website shall be posted at the ENGINEER's and its subcontractors' and Subconsultants' places of hiring, or as otherwise required by the program, to inform their current and prospective employees of their legal rights and protections. Prior to commencing any work, ENGINEER shall provide the CITY's project manager with a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program for itself and each subcontractor performing work under this Agreement.

15.17.16. 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, if any, 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.

15.17.17. ENGINEER shall comply with and require compliance with in any design specifications the Buy America requirements set forth in 23 U.S.C. §313 and 23 C.F.R. §635.410 and Federal Highway Administration manuals and policy memoranda thereunder. The provisions of 23 C.F.R. § 635.410 and FHWA's manuals and policy memoranda thereunder are incorporated herein by reference, including the December 20 and 21, 2012 policy memoranda (providing interpretation of MAP-21, section 1518 and regarding application to manufactured products, respectively), which can be found at <http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>.

15.17.18. It is mutually understood and agreed that the willful falsification, distortion, or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of Federal law. Accordingly, United States Code, Title 18, Section 1020, entitled "Highway Projects" is hereby incorporated by reference and made a part of this Agreement.

15.17.19. 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.

15.17.20. 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* (including but not limited to the provisions of Section 119.0701 as may be applicable), and made or received in conjunction with this Agreement.

15.18 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.

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

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

Date: _____, 20__

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

_____, 20__.

Assistant City Attorney
Orlando, Florida

CPH, 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:



1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

February 25, 2014

Attn: Mike Melzer, P.E.
Project Manager
City Of Orlando
Public Works Department
Capital Improvements & Infrastructure Division
City Hall, 8th Floor, 400 South Orange Avenue
PO Box 4990
Orlando, FL 32802-3187

RE: Initial Proposal for Design Review, Construction Administration, and Construction Inspection for I-4 Ultimate Utility Relocations

Dear Mr. Melzer:

CPH Inc. is pleased to submit our proposal for services associated with the necessary utility system relocation and adjustments of the City's wastewater facilities within the project limits of the 21 mile I-4 Ultimate project. The project limits are divided into four project areas and the total projects limits are understood to extend along I-4 from just west of Kirkman Road, to the north into Seminole County. CPH will provide engineering oversight and inspection of City wastewater utilities within the project limits for the proposed FDOT I-4 Ultimate Roadway Project. The I-4 Ultimate Project will be designed and built by the Public Private Partnership (P3) Team, I-4 Mobility Partners. SGI, will be providing the design/build services for P3. Our scope of services shall include but not be limited to the following professional engineering services:

- Provide peer review of Wastewater Utility relocation design and permit documents prepared by the P3 design team. Review Vvh information, evaluate conflict resolution plans and evaluate City recommended system upgrades in strict compliance with all City standards and specifications and provide comments and recommendations.
- Provide Construction Engineering Inspections (CEI) services for work to relocate or improve City Utilities. CPH will observe work solely on City wastewater systems for compliance with the approved plans and report any deficiencies in observed work to FDOT and the City.
- Additional services as necessary to support the primary scope described above may also include but not be limited to attending meetings with City staff, editing and distributing meeting minutes, reviewing and evaluation of opinion of probable costs, ensuring as-built drawings are supplied to the City, and providing any other engineering services required by the City in relation to the FDOT I-4 Ultimate Project.
- The term of this agreement shall be for the duration of the I-4 Ultimate Roadway Project as pertained to any impacts of City water and storm systems within the project limits.

At this time the design plans for all project areas are generally between 60% and 90% complete with continuous plan updates planned in all areas through construction. A conflict matrix



prepared by SGL has identified over 300 possible conflicts with City infrastructure within the project limits. As this project is currently in plan development, and will be through construction, it is anticipated our work effort will increase as the project progresses and an exact amount of work effort for review and inspection cannot be determined at this time. CPH will provide estimates per each work order proposed for relocation work of City wastewater facilities.

As per our response to RQS15-0060, CPH will subcontract with Singhofen and Associates, Inc, Brindley Pieters & Associate, Inc., and Electrical Design Associates to meet the suggested participation goals of 9% DBE and 3% non-DBE Small Business. In addition to CPH's Standard Rate Sheet we have attached rate information from all three subcontractors that will be used as time and materials through the duration of the project.

Breakdown of Services:

Task 1: Preliminary Review and Project Orientation: CPH will review all provided City GIS and as-built data and compare locations shown in SGL plans and matrices. SGL will provide CPH updated PDF files of plans for all phases as well as subsequent plan update, and current conflict matrices. CPH will meet with SGL for a kick off meeting to review locations of City facilities, possible conflicts, and resolutions based on the current design status.

Task 2: Plan Review: CPH will continuously review updated PDF files prepared by SGL with plan revisions as design changes are made during the progression of the project. This task will include communications with SGL to provide design and conflict resolution input.

Task 3: Review Meetings with SGL: CPH will attend design/review meetings with SGL to go over conflicts and relocations as the roadway plans approach the 100% plan level. CPH will review proposed relocations for compliance with City standards. SGL will provide PDF files of utility adjustment plans as well as PDF files of all roadway plan updates as requested by CPH.

Task 4: Review Meetings with the City: CPH will attend meetings with the City to review progress plans and relocation options. CPH will provide City comments to SGL based on these meetings.

Task 5: FDEP Permit Coordination: CPH will review FDEP permits and clearance requests prepared by SGL. Following CPH approval we will review information with the City and obtain signatures as needed to submit to FDEP.

Task 6: Construction Services: CPH will perform full time site construction observation services during any work on City wastewater within the project limits. Shop drawings and QA/QC reports will be reviewed for general compliance of City standards and specifications.

A breakdown of time and materials for each work order will be provided based on the scope of that specific relocation work. CPH will advise the City if additional time and materials are needed beyond on our initial estimate and obtain authorization from the City's Project Manager for work beyond this amount.

Supplementary Services

Environmental, geotechnical, survey, design and permitting services are not included in this scope. It is assumed SGL will act as the Engineer of Record for all relocation plans and provide all design, permitting services (outside of CPH review), construction, and all testing based on a coordinated work effort between SGL, CPH, and the City.



Our work effort will be solely on the design and construction of City facilities meeting the approved relocation design and CPH will not review or advise on compliance with FDOT provisions on compensation/wages such as Davis Bacon requirements.

Additional services due to significant changes in the scope of the project including, but not limited to, changes in size, complexity, character of construction or due to time delays in initiating or completion of the work as described herein will be billed as time and materials.

Payment

Progress invoices will be submitted monthly based on the Engineer's actual time and materials including invoicing from subconsultants.

We greatly appreciate this opportunity to provide our services to the City and look forward to working with all parties for the duration of this project.

Sincerely,
CPH, Inc.

A handwritten signature in black ink, appearing to read "David E. Mahler". The signature is fluid and cursive, with a large, sweeping "D" and "M".

David E. Mahler, P.E.
Sr. Vice President

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$160
Sr. Project Manager	\$150
Project Manager	\$140
Professional Engineer	\$130
Sr. Project Engineer	\$125
Project Engineer	\$115
Project Designer	\$110
Principal Traffic Engineer	\$150
Sr. Traffic Engineer	\$135
Traffic Engineer	\$115
Traffic Analyst	\$105
Principal Environmental Scientist	\$150
Senior Environmental Scientist	\$125
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$150
Sr. Planner	\$130
Planner	\$100
Principal Architect	\$150
Sr. Architect	\$140
Senior Architectural Manager	\$125
Architect	\$120
Architectural Designer	\$105
Architectural Coordinator	\$85
Senior Structural Engineer	\$150
Principal MEP Engineer	\$150
MEP Project Designer	\$110
MEP Design Technician	\$95
Principal Landscape Architect	\$150
Sr. Landscape Architect	\$125
Landscape Architect	\$105
Sr. Landscape Designer	\$100
Landscape Designer	\$85

CPH Standard Rates	
Category	Rate
Project Coordinator	\$90
Sr. Design Technician	\$105
Design Technician	\$95
Sr. CADD Technician	\$85
CADD Technician	\$75
Administrative	\$75
Clerical II	\$60
Clerical I	\$40
Senior Graphic Designer	\$125
Graphic Designer	\$75
Sr. Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$100
Construction Field Personnel I	\$80
Principal Surveyor	\$145
Sr. Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$95
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$155
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$165
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)	
8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)	
8.5 x 11	\$0.60 Each
8.5 x 14	\$0.75 Each
11 x 17	\$0.85 Each

Mylars	
24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)	
11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)	
24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage	At Current IRS Rates
Phone	At Cost
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment; Updated: January 5, 2015





Stormwater Management and Civil Engineering

HOURLY RATE/FEE SCHEDULE

02/16/2015

<u>Title/Job Description</u>	<u>Billable Rate</u>
Professional Engineer IV	\$159.00
Professional Engineer III	\$150.00
Professional Engineer II	\$130.00
Professional Engineer I	\$111.00
Engineer Intern / Scientist III	\$100.00
Engineer Intern / Scientist II	\$93.00
Engineer Intern / Scientist I	\$87.00
Resident Project Representative	\$76.00
CAD/GIS Technician IV	\$100.00
CAD/GIS Technician III	\$93.00
CAD/GIS Technician II	\$70.00
CAD/GIS Technician I	\$54.00
Technician III	\$64.00
Technician II	\$47.00
Technician I	\$38.00
Admin. Assistant III	\$76.00
Admin. Assistant II	\$54.00
Admin. Assistant I	\$32.00

REIMBURSABLE EXPENSES

To be charged at direct cost. Reimbursable expenses will include all printing, reproduction and plotting expenses, postage and shipping, long distance telephone calls, laboratory analysis, travel expenses to include food, transportation, lodging, and tolls, mileage to be charged at the current IRS rate, and other direct costs associated with the project.

Brindley Pieters & Associates, Inc.

**City of Orlando I-4 Ultimate Standard
Rate**

*2600 Maitland Center Parkway, Suite 180
Maitland, FL 32751*

	Project Engineer	Sr. QA/QC Engineer	QA/QC Engineer	Utility Coordinator	Sr. Inspector	Inspector	Total Hours	Total Cost
Direct Labor Rate x Multiplier 3.0	\$ 69.63 x 3.0	\$63.96 x 3.0	\$ 49.55 x 3.0	\$ 37.68 x 3.0	\$ 37.72 x 3.0	\$26.40 x 3.0		
Billing Rate	\$208.89	\$191.88	\$148.65	\$113.04	\$113.16	\$79.20		
Direct Expenses (CPH, Inc.)								

ELECTRICAL DESIGN ASSOCIATES
FEE QUOTATION PROPOSAL

As requested, the following is our information regarding overhead multipliers and personnel hourly rates. These rates will be used throughout the duration of the Contract:

Base Rate	100%
Overhead & Fringe Benefits	173%
Subtotal	273%
Profit (10%)	0.27

OVERALL MULTIPLIER **3.00**


Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Principal in Company	66.47	3.00	199.41
Senior Engineer	59.73	3.00	179.18
Engineer	46.00	3.00	138.00
Senior Associate	40.94	3.00	122.83
Electrical Designer	29.50	3.00	88.50
Field Supervisor	30.83	3.00	92.48
CADD Technician	26.97	3.00	80.92
Clerical/Admin	21.19	3.00	63.58

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

Lillian M. Reyes, P.E., President

Printed Name and Title



Signature

Date: February 14, 2015

EXHIBIT III

375-030-30
PROCUREMENT
05/14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) and the City require the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department or the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City or the Department, whichever is later.

Name of Consultant

By: _____

Date: _____

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 IV

FLORIDA DEPARTMENT OF TRANSPORTATION: TITLE VI AND RELATED STATUTES NON-DISCRIMINATION AGREEMENT (Appendix A)

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status. The solicitations includes obtaining materials or leases of equipment.
- (4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal*

Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the CITY, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the CITY, the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT V

FDOT Standard Professional Services Agreement - Appendix I

TERMS FOR FEDERAL AID CONTRACTS (June 2011):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the City relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by the Florida Department of Transportation ("Department") and the U. S. Department of Transportation. It is also understood and agreed that all rights of the City and the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation or the Department, as applicable, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and

public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the City in compliance with 49 CFR, Section 26.510, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the City. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The City hereby certifies that neither the consultant nor the consultant's representative has been required by the City, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The City further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or

retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement may be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

EXHIBIT VI

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

(Compliance with 49CFR, Section 29.510)

(Appendix B Certification)

(FDOT #375-030-32)

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, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.

EXHIBIT VII

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

(REV 4-25-02) (FA 7-17-02) (1-03)

SECTION 7 (Pages 55-71) is expanded by the following:

7-25 Equal Employment Opportunity Requirements.

7-25.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: 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, preapprenticeship, and/or on-the-job training.”

7-25.2 Equal Employment Opportunity Officer: Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-25.3 Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

7-25.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

7-25.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

- (1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- (3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

(4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-25.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-25.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

- (1) The number of minority and nonminority group members employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

EXHIBIT VIII

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 and FDOT Form #375-030-33)

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (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. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____
(Authorized Signature)

Date: _____

Print Name: _____

Title: _____