

CONTRACT

#Y23-904 D

THIS CONTRACT made and entered into this 26th day of January, 2024, by and between the:

**ORANGE COUNTY, FLORIDA
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA**

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

**HAZEN AND SAWYER
2420 S. Lakemont Ave., Suite 325
Orlando, FL 32814
FEDERAL I.D. #13-2904652**

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

**I
SCOPE OF SERVICES**

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT "which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II PAYMENT

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall

be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	<u>Prime Consultant</u> Hazen and Sawyer	<u>Multiplier</u> 2.99
2.	<u>Sub-Consultants</u> Aclus Engineering, LLC Alliance Design & Construction, Inc. Barnes, Ferland and Associates Blue Cord Design and Construction Civil / Site Engineering, Inc. Drummond Carpenter ECHO Utility Engineering & Survey Electrical Design Associates Parillon Group Roger A. Repstien dba RDC SGM Engineering, Inc. Wekiva Engineering	<u>Multiplier</u> 2.15 2.99 2.82 2.99 2.39 2.72 2.36 2.96 2.94 N/A 2.78 2.80

I. **PRICE ADJUSTMENT:**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three-year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment affecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III
DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling

determination as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction cost for any project under this contract shall not exceed \$4,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$500,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV

RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two separate individuals. The Project Manager must be currently employed by the Prime Consultant. The Project Manager and Project Engineer must be Professional Engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 - 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.
- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V
COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the

CONSULTANT shall be determined solely within the discretion of the COUNTY,

- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI
COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

VII
CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least \$25,000 in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

VIII
TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one-year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

IX
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

X
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor/Consultant's most recent audit or review of their organizational financial statements certified by a CPA. Compiled financial statements will not be accepted. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

INDEMNIFICATION- CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)
- National Fire Protection Association (NFPA)
- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

XI

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. The Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting

documents”) to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
- 5) Compliance with the County’s business ethics; or
- 6) Compliance with applicable state statutes and County Ordinances and regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant’s local place of business. If the records are unavailable locally, it shall be the Consultant’s responsibility to insure that all required records are provided at the Consultant’s expense including payment of travel and maintenance costs incurred by the County’s authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County’s expense.
- I. The Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

The Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant’s sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County’s authorized representatives or designees shall have reasonable access to the Consultant’s facilities, shall be allowed to interview all current or former employees to discuss

matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XII

OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XIII

SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under

this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

XIV
STANDARDS OF CONDUCT

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XV
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVI
SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally,

the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded Prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:

- 1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-consultants.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the Prime Consultant.

- 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
- 3. The awarded Prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the Prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Prime Consultant prior to the issuance of final payment.
- 4. The sub-contract agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contract agreement).
- 5. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

6. All sub-contracts shall include the following statement: "It is the M/WBE responsibility to submit the required Quarterly payment verification form to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

7. The awarded Prime Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
9. The Prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The COUNTY may at its discretion require copies of subconsultants/purchase orders for the non-M/WBE's listed on the **Project Team Form (FORM B)** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

XVII

INDEPENDENT CONSULTANT STATUS

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVIII
EQUAL OPPORTUNITY

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

XIX
INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XX
ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXI
CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XXII
AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXIII
DISLOCATED WORKERS

CONSULTANT has committed to hire _____ () CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIV
REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72-hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72-hour time frame.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363

for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXV **CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXVI **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXVII
TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXVIII
VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

XXIX
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this agreement the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXX
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this agreement, the Bidder affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List

XXXI
SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXXII

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

400 E. South Street, 2nd Floor, Orlando, FL 32801

407-836-5897

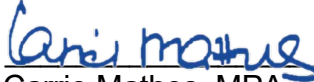
PublicRecordRequest@ocfl.net

**HAZEN AND SAWYER
ORLANDO, FLORIDA**



Signature

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M., CPPB, APP,
Manager, Procurement Division

Ervin B. Myers Jr.

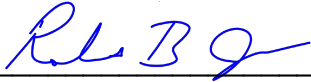
Name Typed

Date: 1.26.2024

(for County use only)

Associate Vice President

Title



Signature

Robert B. Taylor, Jr.

Name Typed

Senior Vice President

Title

EXHIBIT A

SCOPE OF SERVICES

CONTRACT Y23-904D

EXHIBIT A

SCOPE OF SERVICES CONTINUING UTILITIES ENGINEERING SERVICES

Section 1 **General**

This is the continuing engineering scope of services to be provided to the Orange County Utilities Department (County) in accordance with the provisions of the contract between the County and an engineering consulting firm (consultant). Projects selected by the County for completion under the provisions of the continuing services contract will, individually, be projects that may have a relatively small work effort and relatively small cost. Projects selected by the County for completion by a continuing services consultant will be projects that, as estimated by the County, have a construction cost of less than \$4,000,000.00.

Engineering services from State of Florida registered Professional Engineers proficient in disciplines such as civil, environmental, electrical, mechanical, structural and other engineering specialties shall be required. Services related to engineering such as corrosiveness determination, ecological studies, geo-technical investigations, professional surveying and other services associated with completion of projects may also be required.

At the discretion of the County, the County may obtain engineering services for a project, which meets the previously stated criteria, from other engineering consultants. Consultants may be required to take direction from the County's general program management consultants.

Specific assignments performed by the consultant may include the services required for studies, preliminary and final design, permitting, bidding assistance, construction administration and other services required for completion of County projects. Sections 2 through 6 describe the types of services the County may request from the consultant.

The County may select up to five (5) consultants to provide continuing engineering services for completing projects for improvements to the County's water and wastewater utility systems. Projects will be assigned based on workload, qualifications and quality of performance of the continuing consultants as determined by the County. The specific scope of services and fee shall be determined on a project-by-project basis. Each continuing engineering services contract will be for a one-year (1-yr.) period. Subject to the consent of the County, a consultant may be eligible for two (2), one-year (1-yr.) renewals of its contract.

Section 2. **Program Development and General Permitting**

Services relating to program development, preliminary design memorandums and reports may include, but are not limited to, the following tasks:

- a. providing site evaluations for water, wastewater, effluent disposal and reclaimed water facilities, pump stations, and miscellaneous other utility system components;
- b. development and analysis of corridors for water, wastewater and reclaimed water mains;
- c. performing pipe corrosion analyses and condition assessments, alternate pipe material and coating system evaluations;
- d. providing permitting services such as the preparation of applications, design calculations, maps, drawings, specifications, and supporting documents that may be required to obtain approval from agencies having jurisdiction over the projects; and,
- e. preliminary design services including modeling, projections, development of design parameters, and economic evaluations.

Section 3. Design Services

Services for projects may include, but are not limited to, the design related to the following:

- a. new and/or modifications to water and wastewater treatment facilities including structures, equipment, control and security systems, process, pumping, well rehabilitation, piping and accessories;
- b. new groundwater wells and well fields, and modifications to existing wells and well fields;
- c. raw water and/or treated water pipelines, water pumping facilities and accessories;
- d. raw wastewater and/or treated wastewater pipelines, pumping stations and miscellaneous accessories;
- e. reclaimed wastewater pipelines, pumping stations and miscellaneous accessories;
- f. relocation of existing water mains, wastewater force mains, reclaimed water mains and appurtenances as necessitated by improvements to transportation systems;
- g. pressure booster pump stations, ground storage tanks and elevated storage tanks for water and wastewater transmission systems including associated accessories;
- h. demolition of existing utility facilities, structures and plugging of abandoned wells;
- f. administrative offices, warehouses, operations and maintenance facilities, support facilities, site development, access roads, security, fencing and landscape design services associated with the operation of the water, wastewater and reclaimed water;
- g. provision of permitting services such as the preparation of applications, design calculations, maps, drawings, specifications, and supporting documents that may be required to obtain approval of design from agencies having jurisdiction over the projects, and,
- h. use of trench-less technology for installation of water, wastewater and reclaimed water mains.

Section 4. Bidding Services

The consultant shall coordinate closely with the Orange County Procurement Division for the bidding of the project. Bidding services for projects may include, but not be limited to, the following tasks:

- a. determine Procurement Division requirements and coordinate with Division staff to expedite the bidding process;
- b. preparation of all required bidding documents;
- c. answering by written addenda any potential bidders' questions;
- d. attending pre-bid conferences and prepare minutes of the meeting;
- e. prepare addendum to the contract documents as necessary; and,
- i. evaluate and tabulate bids, check contractors' references, certify bid tabulations and recommend award of construction contracts.

Section 5. Construction Administration Services

Construction services for projects may include, but are not limited to, the following tasks:

- a. provide required copies of conformed construction documents;
- b. organize and conduct pre-construction conference;
- c. coordinate closely with County construction inspectors;
- d. if requested by County, provide site resident engineering services;
- e. if requested by the County, provide site resident construction inspection services;
- f. review and approve shop drawings and laboratory test results;
- g. provide advice during construction;
- h. attend progress meetings;
- i. make periodic visits to construction site to inspect construction progress and certify construction;
- j. provide clarification and interpretation of the specification and construction drawings;
- k. review and monitor the Contractor's construction schedules;

- l. review and provide consultation concerning contractor's requests for additional contract cost and contract time;
- m. perform substantial completion and final completion inspections of completed facilities;
- j. observe project start-up performance test; and,
- k. prepare operation and maintenance manuals.

Section 6. Miscellaneous Other Services

Miscellaneous other services may include, but are not limited to, the following tasks:

- a. provide surveying services;
- b. evaluation of construction documents;
- c. review of design and construction drawings;
- d. review of construction drawings for new development including subdivisions plans and commercial plans;
- e. quality control of development plans review;
- f. review of electrical drawings and construction plans related to new pump stations, equipment, instrumentation, controls, SCADA or other facilities as needed;
- g. preparation of electrical construction plans for new pump stations, valves; instrumentation, SCADA and any other electrical engineering needs;
- h. review and analysis of construction administration and scheduling;
- i. review and analysis of construction change orders and claims;
- j. represent the County during negotiations with contractors and their attorneys for resolution of construction claims;
- k. prepare and provide legal testimony on any issue related to the design, construction, operation and/or maintenance of the County's water, wastewater systems;
- l. represent to state and federal agencies, issues related to the County's water and wastewater system;
- m. expert witness services for land acquisition condemnation proceedings;
- n. special investigations regarding potential liability suits;
- o. preparation of operations and maintenance manuals;
- p. compilation and evaluation of cost data for various system projects;
- q. provide assistance with public notification correspondence, mailings and meetings;
- r. provide assistance with utilities retrofit programs' technical computations, correspondence, mailings and meetings;
- s. represent the County during discussions, negotiations, or legal proceedings related to acquisition of real estate or rights-of-way for utility facilities, including evaluations or impacts to adjacent properties;
- t. represent the County during discussions, negotiations, or legal proceedings related to acquisition and use of utilities facilities including inter local agreements with other private or governmental entities;
- u. provide value engineering and constructability reviews of projects designed by others; and,
- v. provide design of mechanical, electrical and structural components of utility systems being designed by County staff;
- w. provide title services including but not limited to title searches, re-certification and update of title searches, title research, title insurance commitments, title insurance, and closing services. All documents and other data other than working papers, prepared or obtained in connection with its services hereunder shall be delivered to, and become the property of the County prior to final payment. The Consultant may retain copies for its own files. All documents prepared shall bear the endorsement of a person who has performed or supervised the work requested previously and duly licensed or registered in the State of Florida to perform the services specified herein;
- x. provide sign language interpreter for public meetings.

EXHIBIT B

MULTIPLIERS AND RATES

CONTRACT Y23-904D



Hazen and Sawyer
 2420 S. Lakemont Avenue, Suite 325
 Orlando, Florida 32814

HAZEN AND SAWYER
FEE QUOTATION PROPOSAL

Re: ORANGE COUNTY UTILITIES CONTRACT #Y23-904
CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT


The following information provides overhead multipliers and personnel hourly rates for this contract. These rates will be used throughout the duration of the Contract.

Base Rate: **1.000**
 Overhead & Fringe Benefits: **1.784**
 Subtotal: **2.784**
 Profit (12%): **0.334**
OVERALL MULTIPLIER: 3.12

Orange County Utilities' maximum allowable multiplier is 2.99 which will serve as the basis for the billable rates.

Classification	Basic Hourly Rate	Overall Multiplier	Billable Rate
QA/QC	\$ 102.89	2.99	\$ 307.64
Senior Associate II	\$ 98.53	2.99	\$ 294.60
Senior Associate I	\$ 86.78	2.99	\$ 259.48
Associate II	\$ 79.15	2.99	\$ 236.67
Associate	\$ 72.78	2.99	\$ 217.60
Senior Principal Engineer	\$ 63.83	2.99	\$ 190.86
Principal Engineer	\$ 56.35	2.99	\$ 168.48
Engineer	\$ 50.44	2.99	\$ 150.81
Assistant Engineer II	\$ 47.03	2.99	\$ 140.61
Assistant Engineer I	\$ 43.25	2.99	\$ 129.32
Principal Scientist	\$ 55.51	2.99	\$ 165.98
Scientist	\$ 39.22	2.99	\$ 117.28
Senior Principal Designer	\$ 60.63	2.99	\$ 181.30
Principal Designer	\$ 52.13	2.99	\$ 155.88
Senior Designer	\$ 44.26	2.99	\$ 132.35
Technician	\$ 25.00	2.99	\$ 74.75
Office Support	\$ 32.02	2.99	\$ 95.75

Under penalty and 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.

Approved By: 
 Ervin B. Myers, Jr., Associate Vice President

Date: 10/16/2023

Job no

REIMBURSABLE EXPENSES**Re: ORANGE COUNTY UTILITIES CONTINUING ENGINEERING SERVICES
CONTRACT Y23-904**

Charges for Out-of-Pocket Expenses:

Item	Unit Cost
B&W Copies/Printing (8.5x11)	\$0.05
Color Copies/Printing (8.5x11)	\$0.30
B&W Copies/Printing (11x17)	\$0.10
Color Copies/Printing (11x17)	\$1.00
B&W Copies/Printing (24x36)	At outside cost
Color Copies/Printing (24x36)	At outside cost
Mail/Shipping	At outside cost
Out-of-County Travel	As allowed by County's Travel Policy
Other	At outside cost



Orange County Utilities Continuing Engineering Services

CONTRACT #Y23-904

Alliance Design & Construction, Inc.

Billable Rates and Multiplier

Table with 4 columns: Position Category, Hourly Rate, Multiplier, Billable Rate. Rows include Principal Architect, Project Architect, Assistant Architect, Intern Architect, Landscape Architect, Senior Cad Operator, Estimator, Administrative Assistant, and two empty rows.

In the most recent reporting period, which consisted of 1/1 - 12/31 of the year 2021, Alliance Design & Caonstruction, Inc. had the following multipliers. To comply with OCU's maximum allowable multiplier 2.99 will be used for calculating billable rates for this project.

Summary table with 2 columns: Category, Rate. Rows include General Overhead Rate, Fringe Benefit Rate, Fringe + General Overhead Rate, Salary+Fringe+General Overhead Rate, Profit Margin (10%), Overall Multiplier.

This is to certify that the above salary information is accurate as of 09/27/2023.

Douglas S. Sangster, President
Name of Company Officer, Title

9/27/2023
Date

Handwritten signature of Douglas S. Sangster
Signature



**Re: BFA Fee Quotation Proposal
Continuing Engineering Services for the Utilities Department – Y23-904**

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the contract.

Base Rate:	100%
Overhead & Fringe Benefits:	152%
Subtotal:	252%
Profit (12%):	0.30
Overall Multiplier:	<u>2.82</u>

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate (Minimum)	Overall Multiplier	Billable Hourly Rate (Minimum)
Principal Hydrogeologist	\$75.00	2.82	\$211.50
Senior Water Resources Specialist	\$85.62	2.82	\$241.45
Principal Engineer	\$72.00	2.82	\$203.04
Senior Engineer	\$70.00	2.82	\$197.40
Sr. Project Manager	\$70.00	2.82	\$197.40
Project Manager	\$60.00	2.82	\$169.20
Project Manager I	\$55.00	2.82	\$155.10
Project Engineer V	\$50.00	2.82	\$141.00
Project Engineer IV	\$45.00	2.82	\$126.90
Project Engineer III	\$40.00	2.82	\$112.80
Project Engineer II	\$38.00	2.82	\$107.16
Project Engineer I	\$35.00	2.82	\$98.70
Senior Designer	\$42.00	2.82	\$118.44
CAD V	\$38.00	2.82	\$107.16
CAD IV	\$35.00	2.82	\$98.70
CAD III	\$30.00	2.82	\$84.60
CAD II	\$25.00	2.82	\$70.50

CAD I	\$20.00	2.82	\$56.40
GIS Tech III	\$40.00	2.82	\$112.80
GIS Tech II	\$35.00	2.82	\$98.70
GIS Tech I	\$30.00	2.82	\$84.60
Hydrogeologist V	\$57.00	2.82	\$160.74
Hydrogeologist IV	\$44.00	2.82	\$124.08
Hydrogeologist III	\$40.00	2.82	\$112.80
Hydrogeologist II	\$32.00	2.82	\$90.24
Hydrogeologist I	\$26.00	2.82	\$73.32
Environmental Scientist V	\$47.00	2.82	\$132.54
Environmental Scientist IV	\$42.00	2.82	\$118.44
Environmental Scientist III	\$38.00	2.82	\$107.16
Environmental Scientist II	\$32.00	2.82	\$90.24
Environmental Scientist I	\$24.00	2.82	\$67.68
Field Technician IV	\$32.00	2.82	\$90.24
Field Technician III	\$29.00	2.82	\$81.78
Field Technician II	\$26.00	2.82	\$73.32
Field Technician I	\$22.00	2.82	\$62.04
Sr. Surveyor and Mapper	\$62.00	2.82	\$174.84
Surveyor and Mapper	\$49.00	2.82	\$138.18
Survey Technician	\$40.00	2.82	\$112.80
2 Person Survey Crew	\$55.00	2.82	\$155.10
3 Person Survey Crew	\$76.00	2.82	\$214.32
Utility Coordinator	\$38.00	2.82	\$107.16
SUE 2 Person Crew	\$56.00	2.82	\$157.92
SUE 3 Person Crew	\$77.00	2.82	\$217.14
Administrative Support III	\$37.00	2.82	\$104.34
Administrative Support II	\$28.00	2.82	\$78.96
Administrative Support I	\$20.00	2.82	\$56.40

**Survey and Subsurface Utility Engineering Direct Costs Table
Y23-904-ZR**

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc....)	Each	\$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc....)	Each	\$850.00

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904			
2023			
Description	Units	Unit Cost ¹	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	\$	0.05
B&W Copy (8.5" x 14")	Each	\$	0.12
B&W Copy (11" x 17")	Each	\$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	\$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	\$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	\$	0.74
Color Copy (11" x 17")	Each	\$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	\$	12.00
Lamination (8.5" x 11")	Each	\$	1.75
Materials			
Binders	Each	\$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	\$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	\$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost
Travel ²			



Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904			
2023			
Description	Units	Unit Cost ¹	
Lodging (\$80.00 maximum)	Day		At Cost
Mileage ³	Mile		0.445
Per Diem (\$36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
¹ "At Cost" Items will be billed without markup.			
² Travel Costs in accordance with Orange County Travel Policy.			
³ Orange County maximum mileage cost. Local mileage will only be considered if included in cost proposal and justified.			

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 95.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, P.E.

President

10/4/2023

Date





**Y23-904 Orange County Utilities Continuing Services
Blue Cord Design and Construction, LLC
dba Blue Cord Professional Services
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principle	\$ 84.06	2.99	\$ 251.34
Sr. Estimator	\$ 63.80	2.99	\$ 190.76
Project Engineer	\$ 48.82	2.99	\$ 145.97
Estimator	\$ 47.85	2.99	\$ 143.07
Superintendent	\$ 52.30	2.99	\$ 156.38
Administration	\$ 26.33	2.99	\$ 78.73


In the most recent reporting period, which consisted of the December 31st period of the year 2022, Blue Cord Design and Construction, LLC had the following multipliers, which are submitted to Orange County to be used on this Contract.

General Overhead Rate	<u>127%</u>
Fringe Benefit Rate	<u>49%</u>
Fringe + General Overhead Rate	<u>176%</u>
Salary + Fringe + General Overhead Rate	<u>276%</u>
Profit Margin	<u>28%</u>
Total Overhead Rate	<u>303%</u>

This is to certify that the above salary information is accurate as of December 2022.

John H Hoibraten Jr, President
Name of Company Officer, Title
Blue Cord Professional Services

9/25/2023
Date


Signature



FEE QUOTATION PROPOSAL

**RE: ORANGE COUNTY #Y23-904-ZR - Continuing Engineering Services for the Utilities Department
(CSEI-23028)**

The following information provides overhead multipliers and personnel hourly rates for this project. These rates will be used for this project for up to 3 years:

Base Rate	100%
Overhead & Fringe Benefits	112.94%
Subtotal	212.94%
Profit (12%)	0.26

Overall Multiplier	2.39
Maximum Multiplier	2.99

Individual classification for personnel hourly rates are as follows:

Labor Category	Hourly Rate Range *	Overall Multiplier	Billable Rate Range
Principal Engineer	\$108.00	2.39	\$258.12
Senior MOT/Drainage Engineer	\$75.00	2.39	\$179.25
Senior Designer	\$48.16	2.39	\$115.10

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.

*Note: Hourly Rates shown may be capped and may be less than actual rates.

Andrea Jernigan-Gwinn, President

 (Printed Name and Title)

Andrea Jernigan-Gwinn

 Signature

9/15/2023

 Date



Drummond Carpenter, PLLC

FEE QUOTATION PROPOSAL

**Re: Orange County Utilities
Professional Continuing Engineering Services Y23-904-ZR**

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

Base Rate	100%
Overhead & Fringe Benefits	143%
Subtotal	243%
Profit (12%)	12%

OVERALL MULTIPLIER 2.72

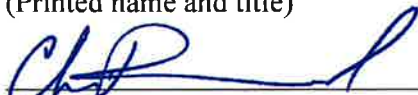
Individual classification for personnel hourly rates is as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Principal Engineer/Scientist	\$87.74	2.72	\$238.65
Senior Engineer/Scientist	\$78.04	2.72	\$212.28
Project Engineer/Scientist	\$58.17	2.72	\$158.23
Sr. Staff Engineer/Scientist	\$48.32	2.72	\$131.42
Admin	\$37.50	2.72	\$102.00

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.

Chad Drummond, President

(Printed name and title)



(Signature)

06 September 2023

(Date)



Re: ORANGE COUNTY UTILITIES CONTINUING SERVICE CONTRACT Y23-904

The following information provides overhead multipliers and personnel hourly rates for Contract Y23-904 with Orange County. These rates will be used throughout the term of the contract.

Base Rate	100%
Overhead and Fringe Benefits	110.50%
Subtotal	210.50%
Profit (12%)	0.25
OVERALL MULTIPLIER:	2.36


Orange County's maximum allowable multiplier is 2.99.

<u>Classification</u>	<u>Raw Hourly Rate</u>	<u>Overall Multiplier</u>	<u>Billable Rate</u>
SUE Project Manager	\$99.63	2.36	\$235.13
Senior Surveyor	\$72.03	2.36	\$169.99
Project Surveyor	\$59.77	2.36	\$141.06
Survey Cadd Technician	\$39.88	2.36	\$94.12
Secretary/Clerical	\$37.61	2.36	\$88.76
SUE Technician 3 (Senior)	\$41.82	2.36	\$98.70
SUE Technician 2 (Junior)	\$23.58	2.36	\$55.65
SUE Technician 1 (Entry)	\$18.73	2.36	\$44.20
SUR Survey Technician 3 (Senior)	\$33.77	2.36	\$79.70
SUR Survey Technician 2 (Junior)	\$20.25	2.36	\$47.79
SUR Survey Technician 1 (Entry)	\$20.08	2.36	\$47.39
2 Person SUE Crew	\$65.40	2.36	\$154.34
3 Person SUE Crew	\$84.13	2.36	\$198.55
3 Person SUE crew - Night Work	\$100.96	2.36	\$238.26
2 Person Survey Crew	\$54.02	2.36	\$127.49
3 Person Survey Crew	\$74.10	2.36	\$174.88
3 Person Survey Crew - Night Work	\$88.92	2.36	\$209.85

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.

Carlo Pilia, Vice President

 Printed Name and Title



 Signature

September 20, 2023

 Date



Electrical Design Associates

Orange County

RFP # Y23-904

Electrical Design Associates, Inc.
Proposed Wage Rate Data

LABOR CLASSIFICATION	BASE RATE	X	MULTIPLIER	=	BILLING RATE
Principal	\$ 78.00	x	2.96	=	\$ 230.88
Senior Electrical Engineer	\$ 67.60	x	2.96	=	\$ 200.10
Engineer	\$ 52.00	x	2.96	=	\$ 153.92
Senior Associate	\$ 50.00	x	2.96	=	\$ 148.00
Electrical Designer	\$ 36.50	x	2.96	=	\$ 108.04
Field Supervisor	\$ 37.40	x	2.96	=	\$ 110.70
CADD Technician	\$ 40.00	x	2.96	=	\$ 118.40
Clerical/Admin	\$ 29.30	x	2.96	=	\$ 86.73

In the most recent reporting period, which consisted of the Jan – Dec of the year 2022, Electrical Design Associates, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract.

General Overhead Rate	<u>138%</u>
Fringe Benefit Rate	<u>26%</u>
Fringe + General Overhead Rate	<u>164%</u>
Salary + Fringe + General Overhead Rate	<u>264%</u>
Profit Margin (12%)	<u>32%</u>
Total Overhead Rate	<u>296%</u>

This is to certify that the above salary information is accurate as of December 31, 2022.

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. I hereby certify that the hourly rates and multiplier are true and correct.



William Nelson, P.E., Vice President

September 19, 2023
Date



Re: Orange County Utilities Continuing Engineering Services Contract Y23-904

The following information provides overhead multipliers and personnel hourly rates for Contract.

Base Rate	100%
Overhead & Fringe Benefits	180%
Subtotal	280%
Profit (10%)	0.28

MULTIPLIER 2.94

In order to meet Orange County guidelines, the maximum multiplier of 2.94 will be used for this contract.

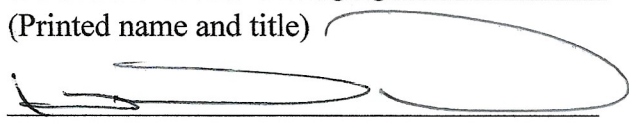
OVERALL MULTIPLIER

Orange County's maximum allowable multiplier is 2.99.

Classification	Raw Hourly Rate	Overall Multiplier	Billable Rate
Relationship Manager	\$51	2.94	\$149.94
Technical Architect	\$44	2.94	\$129.36
Admin	\$31	2.94	\$91.14

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.

Hesketh J. Boland/ Managing Partner
(Printed name and title)


(Signature)

09/26/2023
(Date)



Roger A. Repstien, PE, AIA, CGC
 dba RDC - Principal and Sole Proprietor Professional
 Research Development Construction Consulting Services

FEE QUOTATION PROPOSAL

Melanie D. Peckham, PE
 Senior Associate | Hazen and Sawyer
 2420 S Lakemont Avenue, Suite 325
 Orlando, FL 32814
 407.480.5513 (direct) | 407.694.1110 (cell)
 mpeckham@hazenandsawyer.com | hazenandsawyer.com

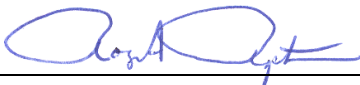
RE: ORANGE COUNTY CONTRACT
 Orange County Utilities Continuing Engineering Services Y23-904 ZR (HazenSawyer)

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

As agreed with County they are unable to substantiate Multiplier of sole Proprietor, thus the agreed billable rate from 2020 has been increased to \$170.00 per hour which shall be used throughout the duration of this project. The basis is a 3.5% inflation index from 2020 to 2023 and a projected 3% increase to 2026.

Scope of Services: Constructability / Bid Review Services for assigned projects. (The anticipated overall subcontract percentage amount for the contract is 2%; however, percentage will vary based on task authorizations.) to be reviewed at number of hours TBD of billable time. Also to be budgeted are hours TBD for 90% Technical Specifications Review.

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.

Approved By: 
 Roger A. Repstien, Principal
 PE0031523; AR0012462; CGC059623; NCARB 31993



Orange County Utilities Continuing Engineering Services Contract Y23-904

The following information provides overhead multipliers and personnel hourly rates for Contract Y23-904 with Orange County. These rates will be used throughout the term of the contract.

Base Rate: 1.22%
 Overhead & Fringe Benefits: 1.48%
 Salary + Overhead + Fringe: 2.48%

Profit (12%) .298%

Overall Multiplier: 2.78%

Classification	Raw Hourly Rate	Overall Multiplier	Billable Rate
Principal	66.89	2.78	185.95
Registered Professional Engineer	53.82	2.78	149.62
Senior Project Engineer	38.00	2.78	105.64
Engineer	33.50	2.78	93.13
Sr. Designer	31.50	2.78	87.57
Designer	28.00	2.78	77.84
Construction Administration	28.00	2.78	77.84
CADD Operator	23.60	2.78	65.61
Office Administrator	22.71	2.78	63.13

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.

Bobby Shahnami- President
 (printed name and title)



 (signature)

Date: 10/6/2023



711 N Orange Ave., Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

September 18, 2023

Melanie Peckham, PE
Hazen and Sawyer
2420 S Lakemont Avenue, Suite 325
Orlando, FL 32814

Re: Rate Schedule for Orange County Contract Y23-904
Orange County, FL

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for current projects with Orange County. These rates will be used throughout the duration of the contracts.

Base Rate: 100%
Overhead & Fringe Benefits: 155%
Subtotal: 255%
Profit (10%): 0.255

Overall Multiplier 2.80

Classification	Basic Hourly Rate	Overall Multiplier	Billable Rate
Principal	\$70.00	2.80	\$196.00
Project Engineer	\$58.00	2.80	\$162.40
Engineer	\$38.00	2.80	\$106.40
Drafting	\$32.00	2.80	\$89.60
Clerical	\$24.00	2.80	\$67.20

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.

If you have any questions or need further information, please call.

Sincerely,

John Sobczak, P.E.
Member



711 N Orange Ave., Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

September 18, 2023

Melanie Peckham, PE
Hazen and Sawyer
2420 S Lakemont Avenue, Suite 325
Orlando, FL 32814

Re: Schedule of Reimbursable/Out-of-Pocket Charges and/or Direct Expenses for
Orange County Contract Y23-904

As requested, the following is our information regarding charges described in the subject line for projects with Orange County in the above referenced contract. These rates will be used throughout the duration of the contract.

Category	Unit	Cost
Reproduction		
B&W Copies (8.5"x11")	each	\$0.05
B&W Copies (11"x17")	each	\$0.23
Color Copies (8.5"x11")	each	\$1.00
Color Copies (11"x17")	each	\$1.43
Outside Printing		
Full Size Plots	each	At Cost
Mail		
US Mail	each	At Cost
Courier	each	At Cost
Express Mail	each	At Cost
Travel		
Per Diem	Day	\$80.00
Mileage	Mile	\$0.45
Tolls	each	At Cost
Hotel	Day	At Cost
Rental Car	Day	At Cost

If you have any questions or need further information, please call.

Sincerely,

John Sobczak, P.E.
Member

EXHIBIT C

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

CONTRACT Y23-904C

EXHIBIT "C"

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be 44.5 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a "non-resort" type hotel located in the vicinity of the **COUNTY'S** administrative offices.
5. Meals shall be reimbursed as follows:

A.	Breakfast	\$ 6.00
B.	Lunch	\$11.00
C.	Dinner	\$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:9/06