

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between **CITY OF CHIPLEY** ("CLIENT"), a Municipality of the State of Florida, having offices at 1442 Jackson Avenue, Chipley, FL 32428 and **MOTT MACDONALD FLORIDA, LLC** ("ENGINEER"), a Florida limited liability company, having offices at 1022 West 23<sup>rd</sup> Street, Panama City, FL 32405. CLIENT and ENGINEER are collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, CLIENT desires to retain ENGINEER for the purposes of proceeding with professional services; and

WHEREAS, CLIENT and the ENGINEER wish to enter into an Agreement to set forth the terms and conditions under which ENGINEER will provide professional services to CLIENT on the Project (as defined herein);

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following defined terms shall have the meanings set forth in this Article 1.

- (a) "Agreement" means this Agreement together with all other addenda attached hereto from time to time constitute the Agreement. All article and section numbers used herein refer to articles and sections of this Agreement unless otherwise specifically stated.
- (b) "Scope of Work" or "Services" or "Work" means those services described in the Exhibit A.
- (c) "CLIENT" means the entity noted in the opening paragraph to this Agreement.
- (d) "Project" means **City of Chipley Brickyard Road Gravity Design**

### 2. SCOPE OF WORK

- (a) Subject to the terms and conditions of this Agreement, CLIENT engages ENGINEER to perform, and ENGINEER agrees to perform, the Services to be described in Exhibit A, attached to this Agreement, and made a part hereof. Services not expressly provided for in the Scope of Work are excluded from the scope of work and ENGINEER assumes no duty to perform such services. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER NOR SHALL IT BE SUBJECT TO ANY FITNESS FOR PURPOSE WARRANTIES, PERFORMANCE STANDARDS OR GUARANTEES OF ANY KIND.**
- (b) The Services performed by ENGINEER be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the services are performed (the "Standard of Care").

### 3. COMMENCEMENT OF AND CHANGES IN THE WORK

- (a) ENGINEER will initiate the tasks as set forth in the Exhibit A upon receipt of a fully executed Agreement from the CLIENT. ENGINEER and the CLIENT may at any time, by mutual written agreement, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- (b) If such changes cause an increase or decrease in ENGINEER's cost of or time required for the performance of this Agreement, or if ENGINEER, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, ENGINEER shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- (c) If, in the performance of its services, ENGINEER encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and ENGINEER's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at ENGINEER's option. In the event that this Agreement is so terminated, ENGINEER shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.
- (d) It is recognized that other contractors may be retained separately by the CLIENT for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by ENGINEER. ENGINEER shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. ENGINEER shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the CLIENT on the Project.
- (e) ENGINEER shall not have the authority to control the work of contractors retained by the CLIENT and ENGINEER shall not have any responsibility for the means, methods, sequences, procedures or techniques used on the Project, for site safety, or for the use of safe construction practices by such contractors, such responsibilities resting solely with CLIENT's other contractors or parties other than ENGINEER.
- (f) ENGINEER shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond ENGINEER's reasonable control and to the extent ENGINEER is impacted by the same, then ENGINEER shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

#### 4. PAYMENT OF ENGINEER'S FEES

- (a) ENGINEER shall be compensated for its services on a time and materials or lump sum basis, as more particularly set forth in Exhibit A.
- (b) On or before the 30th day of each month in which the ENGINEER is performing the Services, ENGINEER shall invoice CLIENT for the Services performed through the last day of the preceding month. ENGINEER'S Invoices shall be due and payable within thirty (30) days following CLIENT's receipt of the invoice.

- (c) For Services performed on a time and materials basis, invoices shall be submitted monthly by ENGINEER to the CLIENT and shall indicate the charges due from the Hourly Rate Schedule (including, without limitation, reimbursable expenses), attached hereto as Exhibit B.
- (d) For Services performed on a lump sum basis, invoices shall be submitted monthly by ENGINEER to CLIENT and shall indicate the tasks performed and completed, on a percent completed basis (including, without limitation, reimbursable expenses), and shall include the charges due based on the percentage of completion of the services, or in accordance with a payment schedule as otherwise mutually agreed to in Exhibit A.
- (e) The CLIENT shall promptly review ENGINEER's invoices and if the CLIENT disputes any amounts invoiced the CLIENT shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided for herein. Invoiced amounts not paid within thirty (30) days of their receipt shall bear interest at the maximum amount permissible by law.
- (f) The compensation for ENGINEER's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for ENGINEER's services, its compensation and time of performance shall be equitably adjusted.

## 5. RESPONSIBILITIES OF THE CLIENT

The CLIENT, at its own expense, will:

- (a) Provide all criteria and full information as to the CLIENT's requirements for the Project and will make available to ENGINEER all information, documents and assistance necessary or reasonably requested by ENGINEER in order to enable it to perform the Services in a timely manner, all of which ENGINEER shall be entitled to rely upon without independent verification.
- (b) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify ENGINEER if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- (c) Upon request by ENGINEER, furnish ENGINEER with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the CLIENT, required for the Project, all of which ENGINEER may use and rely upon in performing its services under this Agreement.
- (d) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (e) Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. CLIENT shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures.
- (f) Provide a description of activities which were conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.

- (g) Give prompt written notice to ENGINEER whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect in ENGINEER's services.
- (h) Designate an individual or individuals to act as the CLIENT's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the CLIENT's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- (i) To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- (j) Assume responsibility for unavoidable damage or alteration to the site caused by ENGINEER's services.
- (k) Assume responsibility for personal injuries and property damage caused by ENGINEER's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to ENGINEER by the CLIENT in advance.
- (l) CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, CLIENT or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT's operations

## 6. INSURANCE

So long as ENGINEER is performing Services under this Agreement, ENGINEER shall maintain insurance coverages in forms and limits as set forth below:

- a. Statutory Worker's Compensation and Employer's Liability Insurance, with limits of \$1,000,000.
- b. Commercial General Liability Insurance in the amount of \$1,000,000 bodily injury and property damage, combined aggregate limit, with "XCU" exclusions removed.
- c. Comprehensive Automobile Liability Insurance for owned, hired and non-owned motor vehicles with limits of \$1,000,000 bodily injury and property damage, combined aggregate limit.
- d. Professional Liability insurance in an amount of \$1,000,000 per claim and annual aggregate.

## 7. INDEMNIFICATION

- (a) ENGINEER agrees to indemnify, save and hold harmless CLIENT from and against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions in the performance of the Services provided hereunder.
- (b) CLIENT agrees to indemnify, save and hold harmless ENGINEER from and against all claims, demands, suits, judgments, liabilities, costs and reasonably attorney fees, to the extent caused by the negligent acts, errors or omissions of the CLIENT, in the performance of their services or obligations under this Agreement.

(c) In addition to (b) above, CLIENT shall indemnify, defend and hold harmless ENGINEER from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

#### 8. WAIVER OF CONSEQUENTIAL DAMAGES

The Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the Services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

#### 9. LIMITATION OF LIABILITY

CLIENT and ENGINEER have evaluated the risks and rewards associated with the services to be performed under this Agreement, including ENGINEER's fee relative to the risks assumed, and agree to allocate certain of the risks as set forth herein. Accordingly, to the fullest extent permitted by law, the total aggregate liability of ENGINEER (and its related corporations, subconsultants, and employees) to CLIENT is limited to the professional fees actually paid to ENGINEER for Services provided under this Agreement, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's services under this Agreement, regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

#### 10. DEFAULT/TERMINATION

In the event of a material breach of this Agreement by either Party and provided that the non-breaching Party is not in material breach hereunder and has given written notice to the other Party specifying (i) its material breach and (ii) the non-breaching Party's intent to terminate this Agreement, all at least ten (10) calendar days before the proposed date of termination, and the breaching Party has failed to correct the material breach within said ten (10) calendar days, or prepared a plan reasonably designed to cure the default if said cure is not possible within said ten (10) day period, then this Agreement shall be terminated on the date set forth in such notice. If the breaching Party cures its breach at any time prior to the proposed date of the termination, the termination notice shall be deemed withdrawn and be of no force or effect. Notwithstanding anything herein to the contrary, CLIENT may terminate this Agreement at any time, for any or no reason, upon written notice to ENGINEER; provided however that any such termination by CLIENT shall not relieve CLIENT of its obligation to pay for services or materials provided by ENGINEER in accordance with the terms of the Agreement prior to termination.

#### 11. TIME FOR PERFORMANCE

Subject to the Standard of Care, ENGINEER shall complete its performance of the Services in conformity with the time limitations, if any, set forth in Exhibit A.

#### 12. NOTICES

(a) All Notices, instructions and other communications, other than a formal notice of default, required or permitted to be given hereunder shall be in writing and shall be delivered via facsimile transmission or mailed by first class mail, as follows:

If to ENGINEER:

MOTT MacDONALD, LLC  
1022 West 23<sup>rd</sup> Street, Suite 680  
Panama City, FL 32405  
Attention: Billy R. Perry  
Phone: (850)763-9393

If to CLIENT:

CITY OF CHIPLEY  
1442 Jackson Ave  
Chipley, FL 32428  
Attention:  
Phone:

With a copy to:

MOTT MacDONALD, LLC  
111 Wood Avenue South  
Iselin, New Jersey 08830-4112  
Attention: General Counsel  
Phone: 973-379-3400

(b) Either CLIENT or ENGINEER may change the address to which communications to it are to be directed, by giving written notice to the other in the manner provided in this Section 12(a).

### 13. GENERAL

- (a) Executed Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute but one and the same instrument.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of CLIENT and ENGINEER in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either CLIENT or ENGINEER which is not embodied in this Agreement.
- (c) Governing Law. This Agreement will be interpreted and construed in accordance with the internal laws of the State where the Project is located without regard to choice-of-law principles that would require the application of the laws of a jurisdiction other than such State. Unless otherwise prohibited by law CLIENT and ENGINEER waive their right to a trial by jury in any litigation resulting from this Agreement.
- (d) Third Parties. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and ENGINEER. ENGINEER's Work Product may not be used or relied upon by any other person without ENGINEER's express written consent. CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by ENGINEER under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing. In the event that CLIENT desires to have a Third

Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of agreement meeting ENGINEER's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.

- (e) Ownership of Documents. All design documents, intellectual property, materials or other work product resulting from the Services, including drawings, specifications, calculations, maps, reports, photographs, samples and other documents (hereinafter "Documents") are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. ENGINEER grants CLIENT a limited license to use the Documents only on the Project for which they were prepared, subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by CLIENT or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at the CLIENT's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and ENGINEERS; and (3) such limited license to CLIENT shall not create any rights in third parties.

- (f) Severability. The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ATTEST:

MOTT MacDONALD FLORIDA, LLC

\_\_\_\_\_

By \_\_\_\_\_  
Billy R. Perry – Senior Vice President

Dated \_\_\_\_\_

ATTEST:

CITY OF CHIPLEY

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

Dated \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**

**SPECIFIC PROJECT DESCRIPTION:**

The Brickyard Road Gravity project involves design of new sanitary sewer infrastructure along Brickyard Road from Hwy 77 to Kirkland Road in Chipley, Florida. This will involve design of approximately 5,300 LF of 8" PVC gravity line along with 200 LF jack and bore crossing of State Highway 77. This project will also address abandoning the existing forcemain along Brickyard Road and incorporating the services into the new gravity system. FDOT and FDEP permits will be required.

**SCOPE OF SERVICES:**

ENGINEER will perform the following general services:

- Prepare Plans and Specifications for the Brickyard Gravity project and assist in obtaining required permits.
- Prepare Bid Documents, assist in receiving bids and make recommendations on qualified bidder for project award.

A. Preliminary Design and Coordination Services

Mott MacDonald (MM) shall meet with the City of Chipley (City) as needed during the design and bidding in order to make the project successful. MM will coordinate with all necessary subconsultants and City staff as needed. MM will also coordinate with any applicable third party utility owners regarding any third party utilities. MM will submit all documents to the City for review and approval.

B. Survey

Mott MacDonald will utilize Seaside Engineering And Surveying, LLC to obtain the needed survey. Mott MacDonald will coordinate all necessary surveying required for the design including all above grade and readily identifiable below grade utilities, improvements, inlet tops and inverts, manhole tops and inverts, and any other items pertaining to the requirements of this project with the City and the performer of the survey work.

C. Geotechnical

Mott MacDonald will utilize Southern Earth and Sciences to obtain the needed geotechnical information. Mott MacDonald will coordinate all necessary geotechnical services required for the design including all boring, soil testing, and any other items pertaining to the requirements of this project with the City and the performer of the survey work.

D. Design Services

Mott MacDonald shall design the proposed Brickyard Road Gravity project. All designs will follow any identified City of Chipley Water & Sewer standards for infrastructure and utilities. MM shall provide plans, details, specifications, and contract documents to the City for review. MM will submit 30%, 60%, 90%, and 100% plans to the City for review and approval. MM will provide plans and specifications for submission to FDEP and FDOT for construction permitting.

E. Bidding Services

Mott MacDonald will provide bidding assistance to the City of Chipley including maintaining plan holders lists, providing responses to plan holder questions, developing addenda, attending Prebid and Bid Opening Meetings and developing conformed drawing incorporating all changes made during the bid process.

## **DELIVERABLES**

The following review deliverables for contract plans & specifications shall be as follows:

### **30% - Review of Contract Plans & Specifications Submittal**

- A. During the 30% design development phase, the Mott MacDonald team will focus on refining the project scope, establishing the final design criteria for each component of the new Brickyard Road Gravity and summarize the result. The results of this phase will yield a deliverable that updates the originally envisioned scope and incorporates:
  - 1. Summary of design flows and loads that will be used for upgrade and future planning.
  - 2. Overall aerial site plan (not based on survey data) showing anticipated improvements; survey will be in progress.
  - 3. Develop alignment for project
  - 4. Develop basic linework for utilities.
  - 5. Opinion of probable construction cost (OPCC) to Class 4 level
  - 6. Chipley Water and Sewer Standards itemized, if available from Chipley, otherwise Mott MacDonald Standards will be utilized.
  - 7. List of anticipated permits
  - 8. Utility Coordination

### **60% - Review of 60% Contract Plans & Specifications Submittal**

- B. During the 60% design development phase, the Mott MacDonald team will focus on refining the project scope, establishing the final design criteria for each component of the new Brickyard Road Gravity and summarize the result. The results of this phase will yield a deliverable that updates the originally envisioned scope and incorporates:
  - 1. Continuation of all items listed in the 30% review.
  - 2. Finalize alignment (both horizontal and vertical)
  - 3. Initial Sewer sizing with Plan and Profiles
  - 4. Initial Forcemain abandonment Plans
  - 5. Initial signing, striping and marking sheets
  - 6. Initial Utility Adjustment Plan
  - 7. Initial Standard Details
  - 8. Draft Technical Specifications

### **90% - Final Design Development Submittal**

- A. Upon approval of the 60% Deliverable, Mott MacDonald will proceed immediately into the final design development stage. Design documents will include generally the following:
  - 1. **Plans**
    - a. Finalize Sewer Plans and Profiles
    - b. Finalize Signing/marketing plan
    - c. Finalize Utility Adjustment plans
    - d. Finalize Traffic Control Plans / MOT
  - 2. **Specifications**
    - a. Finalize specifications.
      - a. MM will prepare design drawings and technical specifications for Chipley's review. Technical specifications for specific products or material will be developed.
      - b. MM will provide a Class 2 opinion of probable construction cost.
  - 3. **Permitting**
    - a. FDEP Permitting
      - c. MM shall provide and submit all plans and specifications required for FDEP wastewater permitting.

- d. Scope does not include wetland resource permitting. Should this become necessary it can be handled on a time and materials basis. The City shall be responsible for all permitting fees.
  - e. MM will provide a Class 2 opinion of probable construction cost.
4. **Review and QA/QC**
- a. Mott MacDonald's technical experts will provide a QA/QC and constructability review of the drawings and specifications for technical accuracy.
  - b. A review meeting to discuss Chipley's comments will be held.

#### **100% Contract Plans & Specifications Submittal**

- A. Upon approval of the 90 percent drawings, Mott MacDonald will finalize any remaining outstanding items and prepare the bid sets.
- B. Submittal Schedule
  - 1. MM shall develop a schedule in coordination and mutual agreement with the City of Chipley.

#### **Bidding**

- A. Bidding Assistance
  - 1. MM will assist during the bid process with the following:
    - a. MM will attend one pre-bid meeting and aid Chipley in answering technical questions during the meeting.
    - b. MM will provide technical assistance during the bidding phase to answer questions submitted by the Contractors. Mott MacDonald will be responsible for any addendum issued.
    - c. MM will incorporate any addenda items into the 100 percent bid set and prepare a conformed set of drawings and specifications. Mott MacDonald will provide five copies of the conformed drawings and specifications and a PDF version of the conformed set.

#### **COMPENSATION:**

Fixed Price. ENGINEER's compensation shall be a fixed price (lump sum) of **\$162,196.00** to be paid as follows:

- Design Services \$155,076.00
- Bidding and Award Services \$7,120.00