



The following **Agreement (Work Order)** made as of August 12, in the year 2025 for providing architectural services as defined in Article 2 Scope of Services:

Eatonville Senior Center Renovation

Orlando, Florida

OWNER

Town of Eatonville - CRA

370 E. Kennedy Blvd
Eatonville, FL 32751
Contact: Michael Johnson
Project Manager
(407) 836-0034

THE ARCHITECT

Rhodes & Brito Architects Inc.

605 East Robinson St., Suite 750
Orlando, FL. 32801
FL. License: AR0014284
Contact: Ruffin Rhodes
(407) 648-7288



ARTICLE 1 UNDERSTANDING OF THE PROJECT

- 1.1 Town of Eatonville CRA, hereinafter referred to as the OWNER has requested Rhodes & Brito Architects Inc., (R&B) hereinafter referred to as the ARCHITECT, to provide Professional Architectural and Engineering (A/E) Services for the renovation of the Senior Center at the Town of Eatonville.
- 1.2 It is the understanding that this project will be a task order in "piggyback" with the ARCHITECT's continuing service contract for Orange County Government. That Contract is **No. Y18-907A Continuing Architectural Services** Amendment No.9. The procurement contact for Orange County Government is Ms. Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO, C.P.M., CPPB, APP, Procurement Manager. All design services will be in compliance with this contract. This Contract is attached as Exhibit A to this agreement.
- 1.3 Project Overview: The project will be the renovation of the existing daycare, located at 140 S W St in Eatonville, FL 32751, into a Senior Center for the Town of Eatonville. The Senior Center will have 2 two multi-function rooms, a catering kitchen, restrooms, outdoor patios, and parking. The OWNER's construction budget is assumed to be \$1,500,000.
- 1.4 Project Scope understanding:
 - 1.4.1 Review existing conditions at the daycare facility.
 - 1.4.2 Provide concept floor plan, elevations and site plan of the proposed senior Center
 - 1.4.3 Provide Design and Construction Documents as spelled out in Article 2 below.
 - 1.4.4 Provide structural, Civil, Landscape, Mechanical, Electrical, and Technology services to support the new building layout.
 - 1.4.5 Provide Construction Phase Services for the project.
- 1.5 Consultants (to ARCHITECT) for this project shall be understood to be Fred Bowen for structural, TRI3 for civil engineering, Hammond Engineering for MEP and Murray Designs for landscape.

ARTICLE 2 SCOPE OF BASIC SERVICES

- 2.1 The A/E design services will include development of approved conceptual design to construction documents (for permitting), assistance in the Bid/Award process, and Construction Phase Services.
- 2.2 Scope of Basic Services includes the following:
 - 2.2.1 Schematic Design
 - a. Initiate the project by meeting to tour the project site, review the project criteria, scope, and the project approach.
 - b. Preliminary field investigation of existing conditions to determine general conditions related to the scope of this project.
 - c. ARCHITECT shall review the proposed project scope, OWNER guiding principles, guidelines, and standards if available.
 - d. ARCHITECT shall collaborate with OWNER's team to prepare conceptual documents for OWNER review and approval.
 - e. Deliverable:
 - i. A PDF of the preliminary floor plan, elevations and site plan for the building renovation.
 - f. Meetings:



- i. ARCHITECT will attend one (1) design kick-off meeting and site visit with OWNER to review Project Scope and existing conditions.

2.2.2 Design Development

- a. Upon approval by OWNER of Schematic Design documents and incorporation of OWNER comments, ARCHITECT shall prepare Design Development documents to a level of approximately 60% completion for submittal to the OWNER and to the Development Review committee (DRC) for review.
- b. Deliverable Scope:
 - i. PDF set of architectural and engineering drawings and specifications as required.
- c. Meetings:
 - i. ARCHITECT will attend one (1) "plan-flip" meeting with OWNER to review Design Development documents.
 - ii. ARCHITECT will attend one Town Council meeting with the OWNER/CLIENT to review Design Development Documents.

2.2.3 Construction Documents

- a. Upon approval by OWNER of Design Development documents and incorporation of OWNER comments, ARCHITECT shall prepare Construction Documents to a level of approximately 90% completion for submittal to the OWNER for review.
- b. Deliverable Scope:
 - i. PDF set of architectural and engineering drawings and specifications as required.
- c. Meetings:
 - i. ARCHITECT will attend one (1) "plan-flip" meeting with OWNER to review Construction Documents.

2.2.4 Bidding / Permitting

- a. Publication and submittal of Permit Documents for review by Building Official (permitting will be the responsibility of the OWNER).
- b. Bid and Permitting support:
 - i. Respond to contractor Request for Clarification (RFC) questions during the Bidding and Award process.
 - ii. Respond to questions from the Permitting Agency.
- c. Deliverable Scope:
 - i. Electronically signed and sealed documents (PDF) to the Building Department.
 - ii. PDF set of architectural drawings and specifications as required.

2.2.5 Construction Phase Services

- a. Respond to Requests for Information (RFI)
- b. Review Submittals
- c. Attend a Pre-construction Meeting
- d. Review Contractor Pay Applications



- e. Review of Contractor's work at Substantial Completion and at Final Completion. As-Built documents, showing actual construction conditions based on information provided by the contractor, may be provided by Rhodes & Brito Architects Inc., if requested. This service will be an additional cost to the basic service.
- f. Meetings and Site Visits:
 - i. Up to six (6) OWNER, ARCHITECT and Contractor Meetings/Site Observation visits (combined).
 - ii. One (1) Punch-List walk-through (full team) at Substantial Completion.

ARTICLE 3 RESPONSIBILITIES OF OWNER AND ARCHITECT

3.1 OWNER

- 3.1.1 The OWNER shall allow access to the site for the ARCHITECT and their consultants for the purpose of evaluating the facility.
- 3.1.2 Documentation
 - a. The drawings, specifications, surveys, and reports (geotechnical, environmental) provided by the OWNER pertaining to the Project shall be furnished to the ARCHITECT prior to the start of the design schedule.
- 3.1.3 Coordination
 - a. If the OWNER becomes aware of any fault or defect with respect to this part of the project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the ARCHITECT.

3.2 ARCHITECT / ENGINEER

- 3.2.1 The ARCHITECT shall provide all services and work products as defined in Article 2. This work and service under this Agreement shall be the skill and care ordinarily exercised by members of ARCHITECT's or ARCHITECT's Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 3.2.2 The Work requires engineering design which will be provided by sub-consultants to the ARCHITECT. Reference to the ARCHITECT in this document includes consultants under contract to the ARCHITECT.
- 3.2.3 The ARCHITECT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered.
- 3.2.4 Services will be performed as expeditiously as is consistent with the generally accepted standard of care for performance of such services. ARCHITECT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- 3.2.5 The ARCHITECT will maintain confidentiality on specific information designated as such by the OWNER.

ARTICLE 4 ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

- 4.1 The OWNER recognizes that the following services are NOT included in this Contract:
 - 4.1.1 Environmental, topographic and boundary surveys.
 - 4.1.2 Graphics/Signage systems (other than required by code)



- 4.1.3 Detailed renderings of proposed spaces are not included in this proposal
- 4.1.4 Off-site improvements required for the design of this project, including utility systems modifications
- 4.1.5 Geotechnical engineering
- 4.1.6 Cost estimating services
- 4.1.7 Alternate options for bid
- 4.2 Professional services extended for more than a year or if the project goes on hold for 90 days, will require additional services by the ARCHITECT.
- 4.3 This agreement does not include fees or services to assist the OWNER in obtaining Special Exceptions, Variances, or Permitting.
- 4.4 This agreement does not include remediation of existing systems within contract area not affected directly by contract work.
- 4.5 Re-design after schematic design (approximately 15% design completion) due to any or all of the following is not included, but is available as additional services:
 - 4.5.1 Revised budget
 - 4.5.2 Revised scope
 - 4.5.3 Significant changes in design made necessary by vendors or Architects under direct contract with OWNER.
- 4.6 Hazardous Material Abatement: It is acknowledged by the OWNER that the ARCHITECT's scope of basic service DOES NOT include any services related to the detection and abatement of asbestos, toxic or hazardous materials, or other environmental hazards in or about the existing facility and property. It is agreed that the OWNER will retain appropriate specialist ARCHITECTS or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials. The OWNER agrees to waive all claims against Rhodes & Brito Architects Inc., its officers, directors, employees, and SUB-ARCHITECTS arising from or in any way connected with the existence of asbestos, or other environmental hazards on or about the existing facility and site.

ARTICLE 5 SCHEDULE:

Schematic Design	6 weeks duration
Design Development	6 weeks duration
Construction Documents	8 weeks duration
Permit Documents	2 weeks duration
Construction Phase Services	TBD duration
Closeout	TBD duration

Note: OWNER review time has not been included in the above schedule.

ARTICLE 6 COMPENSATION

- 6.1 The CLIENT agrees to compensate and make payments to the ARCHITECT for services described in Article 2 as follows:



Rhodes & Brito Architects Inc.	\$62,578.00
Bowen Engineering	\$ 6,000.00
TRI3	\$28,760.00
Hammond Engineering	\$20,750.00
Murray Design Group	\$12,000.00
TOTAL LUMP SUM FEE:	\$130,088.00

- 6.2** An invoice will be submitted monthly. Payment of invoice is expected within thirty (30) calendar days from OWNER receipt of invoice.
- 6.3** The ARCHITECT will notify the OWNER prior to initiating any changes requiring additional service fees. If the OWNER refuses to approve such additional service or deem it unnecessary the ARCHITECT will NOT provide the service.

ARTICLE 7 ATTACHMENTS

- 7.1** The following items have been attached:
- 7.1.1 Table A-2: Rhodes & Brito Architects Inc
 - 7.1.2 Fred Bowen, Inc Proposal
 - 7.1.3 Murray Design Proposal
 - 7.1.4 Hammond Engineering Proposal
 - 7.1.5 Tri 3 Proposal
 - 7.1.6 Eatonville Daycare SOW
 - 7.1.7 Exhibit A: Orange County Government Contract Y18-907A

Should you have any questions regarding this agreement or require additional information, please call. If this agreement is satisfactory, please sign where indicated and return a copy as your acceptance of its terms.

Rhodes & Brito Architects Inc.

SIGNED: Digitally signed by Ruffin A Rhodes
Contact Info: OU=Rhodes+Brito
Architects O=Identrust
PRINTED NAME: Ruffin A Rhodes, 1217 30th Ave BD+C
TITLE: Principal
DATE: _____

Town of Eatonville

SIGNED: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

**TABLE A-2
FEE SUMMARY
FOR
EATONVILLE SNR CTR RENO**

Phase of Project:	SCHEMATIC DESIGN - 30%		DESIGN DEVELOPMENT - 60%		CONSTRUCTION DOCUMENTS - 90%		PERMITTING		BIDDING & AWARD		CONSTRUCTION PHASE SERVICES (REVIEW RFI'S)		CLOSEOUT		TOTAL	
	labor hrs	Total Fee	labor hrs	Total Fee	labor hrs	Total Fee	labor hrs	Total Fee	labor hrs	Total Fee	labor hrs	Total Fee	labor hrs	Total Fee	labor hrs	Cost
RHODES + BRITO ARCHITECTS																
Lump Sum Fee Subtotal	144	\$16,677.00	138	\$15,575.00	124	\$13,985.00	35	\$3,973.00	10	\$1,184.00	98	\$10,207.00	8	\$977.00	557	\$62,578.00
FRED BOWEN																
Lump Sum Fee Subtotal	0	\$0.00	0	\$0.00	0	\$6,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$6,000.00
TRI3																
Lump Sum Fee Subtotal	0	\$4,849.00	0	\$6,603.00	0	\$5,549.00	0	\$4,703.00	0	\$0.00	0	\$7,056.00	0	\$0.00	0	\$28,760.00
HAMMOND ENGINEERING																
Lump Sum Fee Subtotal	0	\$2,250.00	0	\$6,250.00	0	\$5,000.00	0	\$1,500.00	0	\$0.00	0	\$2,250.00	0	\$0.00	0	\$17,250.00
Fire Suppression Design		\$500.00		\$1,000.00		\$1,000.00		\$500.00		\$0.00		\$500.00		\$0.00		\$3,500.00
MDG																
Lump Sum Fee Subtotal	0	\$3,800.00	0	\$2,620.00	0	\$3,290.00	0	\$2,290.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,000.00
TOTAL FEES by PHASE	144	\$28,076.00	138	\$32,048.00	124	\$34,824.00	35	\$12,966.00	10	\$1,184.00	98	\$20,013.00	8	\$977.00	557	\$130,088.00



Attn: Lori Godbold

August 07, 2025

RHODES + BRITO

605 E Robinson St, Suite 750, Orlando, FL 32801

PH 407 648 7288

Re: EATONVILLE SENIOR CENTER RENOVATION, EATONVILLE, FL

Dear Lori:

We are pleased to offer the following proposal for the provision of limited structural engineering services for the referenced project. These basic services shall be provided in accordance with the following fee schedules.

SCOPE OF WORK: Structural Engineering Services for the renovation of an existing single story building. To support the architect on miscellaneous structural services that are unknown at this time. It is our assumption that the structural shell is grandfathered in and it does not have to be brought to current codes.

Continuous inspections if required are by others. Specifications will be provided on a redlined basis or as general notes. Bowen Engineering will provide professional liability insurance with a limit of \$ 1.0 Million. Claims to be resolved by mediation (Binding Arbitration Not permitted) an affidavit of merit is required before pursuing any claims. Drawings to be done in Autocad.

FEES: Work to be done hourly per rates below.

Services and site visits billed on an hourly basis as follows: Principal at \$200.00 per hour, Engineering at \$150.00 per hour and Drafting at \$100.00 per hour.

Thank you for the opportunity to offer you this proposal and please do not hesitate to call if you have any questions.

Sincerely,

BOWEN ENGINEERING CORPORATION.

A handwritten signature in blue ink, appearing to read 'Fred J. Bowen', is written over a horizontal line.

Fred J. Bowen, P.E., President

Accepted by: _____ Rhodes + Brito, Date _____



August 5, 2025 (rev 8.12.25)

Via Email

Mr. Ruffin Rhodes, AIA, Principal
Rhodes + Brito Architects
605 East Robinson Street, Suite 750
Orlando, Florida 32801

Project: Eatonville Sr Center Renovation
Eatonville, Florida
Task and Fee Proposal for Professional Design Services

Murray Design Group, Inc. (Consultant) presents to Rhodes + Brito Architects (Client) on behalf of the Town of Eatonville a task and fee proposal for the following project located in ORANGE COUNTY, Florida:

PROJECT DESCRIPTION

The Client has requested that the Consultant provide the landscape design services for a site located in Eatonville, Florida. Irrigation is included in this scope of work. Scope includes the preparation of landscape construction documents for the site. Planting shall primarily consist of Florida natives and Florida-friendly plants. Hardscape design is not included in this proposal. Cost estimates are by others. This proposal includes coordination of sleeving locations.

SCOPE OF WORK - Task and Fee Proposal:

TASK 1 SCHEMATIC DESIGN (30%)

- A. The Consultant shall visit the site to inventory and analyze existing conditions and determine the potential of preserving the surveyed existing trees for the site.
- B. The Client shall provide a Florida-certified site survey of the site before the visit.
- C. The Consultant shall prepare Schematic Landscape Documents (30%) at a scale of 1" = 20'.

Professional Services Proposal

TASK 2 DESIGN DEVELOPMENT (60%)

- A. After receiving schematic development comments, the consultant shall prepare construction documents (60%) including details and technical specifications for the landscape plans. The consultant shall participate in one (1) virtual review meeting, if needed

TASK 3 CONSTRUCTION DOCUMENTS – (90%)

- A. After receiving design development comments, the consultant shall prepare construction documents (90%) including details and technical specifications for the landscape and irrigation plans. The consultant shall coordinate tree removal with the site demolition plans. The consultant shall participate in one (1) virtual review meeting, if needed.

TASK 4 PERMITTING (100%)

- A. The Consultant shall prepare permit landscape and irrigation plans (100%) including revised technical specifications for DRC review and permitting. Such plans shall be available for bidding as well.

TASK 5 BID and AWARD

- A. Not included

TASK 6 CONSTRUCTION PHASES SERVICES

- A. Not included

TASK 7 CLOSEOUT

- A. Not included

All design work shall be coordinated with the Architect consultant, civil engineer and Town Staff.

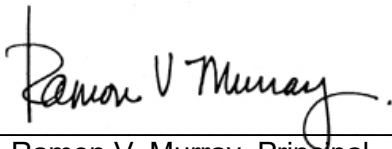
Bid Support, Construction Phases, and Closeout is not anticipated for this proposal.



COMPENSATION

The services described in the Scope of Work section of this Agreement will be provided on the following fee basis:

Task 1: Schematic Design (30%)	\$3,800.00
Task 2: Design Development (60%)	\$2,620.00
Task 3: Construction Documents (90%)	\$3,290.00
Task 4: Permitting (100%)	\$2,290.00
Task 5: Bidding and Award	Not included
Task 5: Construction Phases	Not included
Task 6: Closeout	Not Included
Total	\$12,000.00 Lump Sum

By 
Ramon V. Murray, Principal
Murray Design Group, Inc.

REQUESTED AND AUTHORIZED BY:

Rhodes and Brito Architects

By: _____

Printed Name: _____

Title: _____

Date: _____

HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

1312 East Robinson Street Orlando, FL 32801 • hammondengineers.com

To: Ruffin Rhodes, AIA - Principal, Rhodes + Brito Architects

From: Nate Hammond, P.E. – Principal, Hammond & Associates, Inc

Subject: Eatonville Sr. Center Renovation – MEP Fee Proposal

Date: August 12, 2025

Hammond & Associates, Inc. is pleased to provide this fee proposal to design the Mechanical, Electrical, and Plumbing for **Eatonville Sr. Center Renovation**. The scope of work will include the full renovation of the approximately 9,000 SF existing day care facility, to be converted into a senior center. The scope of work will include restrooms, offices, communal rooms, a game room, storage areas, a catering kitchen, an entry foyer, a mechanical room, and patio areas.

Our Basic Services include:

Mechanical:

- Perform site visit to verify existing conditions and as-built documentation.
- Provide demolition plans to accommodate the new design layout.
- Perform HVAC load and Energy Calculations for HVAC equipment as required.
- Provide new HVAC floor plans for HVAC equipment and duct layout as required.
- Provide HVAC schedules, details, and notes.

Electrical:

- Perform site visit to verify existing conditions and as-built documentation.
- Provide demolition plans to accommodate the new design.
- Provide new electrical floor plans for the new electrical layout.
- Provide new electrical lighting plans for the new lighting layout.
- Provide electrical panel schedules, details, notes, and riser diagrams as required.

Plumbing:

- Perform site visit to verify existing conditions and as-built documentation.
- Provide demolition plans to accommodate the new work.
- Provide plumbing plans, isometrics, and notes as required.

All work provided under Mechanical, Electrical, and Plumbing shall include the following:

- a) Signed and sealed Calculations by a Professional Licensed Engineer.
- b) Obtain all approvals, permits, etc., from applicable Federal, State, and Local agencies having jurisdiction for the construction of the project.

Our fee to provide the **Design Services** outlined for **Eatonville Sr. Center Renovation** is summarized below:

Design Fee Schedule	
Schematic Design	\$2,250
60% Construction Documents	\$6,250
90% Construction Documents	\$5,000
Permitting & Bidding	\$1,500
Construction Administration & Closeout	\$2,250
Total MEP Fee	\$17,250

If Fire Protection design services are required as part of the scope of work, the following basic services shall be included:

Fire Protection:

- Provide fire sprinkler/standpipe systems performance specification design.
- Provide fire sprinkler plans as required.
- Review shop drawings and hydraulic calculations.
- Provide details and notes as required.

The fee to provide these basic Fire Protection services shall be as outlined below:

Fire Protection Design Fee Schedule	
Schematic Design	\$500
60% Construction Documents	\$1,000
90% Construction Documents	\$1,000
Permitting & Bidding	\$500
Construction Administration & Closeout	\$500
Total FP Fee	\$3,500

Construction Administration Services for **Eatonville Sr. Center Renovation** will include the following:

- a) Review all pertinent shop drawings and maintain shop drawing log.
- b) Answer contractor’s RFIs, issue clarifications, etc., during the construction phase.

Exclusion: As Built drawings are not included in the basic services and will be provided as an additional service if requested.

Client Signature

Date

**TOWN OF EATONVILLE
SENIOR CENTER RENOVATION
EATONVILLE, FLORIDA
PROPOSAL FOR CIVIL ENGINEERING CONSULTING SERVICES
AUGUST 10, 2025**



**TO: Rhodes + Brito Architects
605 E. Robinson Ave., Suite 750
Orlando, FL 32801**

Attn: Max Brito, AIA

I. SCOPE OF SERVICES

Tri³ Civil Engineering Design Studio, Inc (Tri³) is pleased to present the following scope and fee proposal to provide civil engineering consulting services to Rhodes & Brito Architects (the Client). The design team will be tasked with providing construction plans for the renovation of an existing building that will be converted to a senior center for the Town of Eatonville. The project is located at 140 S. West Stret, within the city limits of Eatonville, Florida. The associated Parcel ID is 35-21-29-3660-03-010.

Site work shall include parking, pedestrian walkways and stormwater retention. It is assumed that water and sanitary sewer utility connections exist and that improvements to these utilities will not be required. Boundary and topographic surveying, geotechnical engineering, and landscape architecture shall be performed by others.

The following tasks describe the specific scope of work to be provided for this project.

TASK A: 30% SCHEMATIC DESIGN

Tri³ shall prepare 30% schematic design documents depicting the proposed improvements. This task shall include a detailed field review upon receipt of the topographic survey data.

This task shall include coordination meetings with the Design Team and the End-User as necessary.

TASK A LUMP SUM FEE: \$ 4,849.00

TASK B: 60% DESIGN DEVELOPMENT

Tri³ shall prepare 30% schematic design documents depicting the proposed improvements. This task shall include a detailed field review upon receipt of the topographic survey data.

This task shall include coordination meetings with the Design Team and the End-User as necessary.

TASK B LUMP SUM FEE: \$ 6,603.00

TASK C: 90% CONSTRUCTION DOCUMENTS

Tri³ shall prepare 90% construction documents depicting the proposed improvements. Plans shall include a detailed site plan, grading and drainage plan, and associated site work specifications.

This task shall include coordination meetings with the Design Team and the End-User as necessary.

TASK C LUMP SUM FEE: \$ 5,549.00

TASK D: PERMIT DOCUMENTS and PERMITTING APPROVALS

Tri³ shall prepare permit applications and associated documents and plans required for construction plan approvals. Applications, plans and supporting documents shall be submitted for approval to the Town of Eatonville. It is assumed that Rhodes & Brito shall submit this permit application.

It is assumed that this project will qualify for a 10-2 permit with the St. Johns River Water Management District (SJRWMD). Tri3 shall self-certify the stormwater management for this project under the 10-2 rule.

This task shall include all plan revisions and response to all comments as required for permitting approvals.

TASK D LUMP SUM FEE: \$ 4,703.00

TASK E: BID ASSISTANCE, CONSTRUCTION ADMINISTRATION SERVICES, AND PROJECT CLOSEOUT

Tri³ Civil Engineering Design Studio, Inc. (Tri³) shall include construction administrative tasks required to ensure that the project is constructed in accordance with the approved contract and permit documents. Services include the following:

- a. Assist owner with bidding and contractor selection, if requested.
- b. Attend pre-construction meeting with selected contractor.
- c. Respond to Contractor's Requests for Additional Information (RFI's).
- d. Review and approve contractor shop drawing submittals related to site work.
- e. Perform site visits as necessary and as requested by the Client.
- f. Review as-built drawings as provided by the site contractor's surveyor to ensure that the site work improvements were constructed according to approved permit documents.
- g. Perform site visit to inspect project for substantial and final completion.

TASK E LUMP SUM FEE: \$ 7.056.00

II. FEE SUMMARY

Task A. - 30% Schematic Design	\$ 4,849.00
Task B. - 60% Design Development	\$ 6,603.00
Task C. - 90% Construction Documents	\$ 5,549.00
Task D - Permitting Approvals	\$ 4,703.00
<u>Task E - Construction Administration Services</u>	<u>\$ 7,056.00</u>
Total Lump Sum Fee:	\$ 28,760.00

III. ITEMS SPECIFICALLY EXCLUDED FROM THIS CONTRACT

- Excludes agency plan review fees and/or application fees
- Boundary and Topographic Survey
- Reimbursable Expenses for printing, plotting, etc.
- Architectural Design Services
- Geotechnical Engineer Services
- Landscape and Irrigation Design Services
- Traffic Impact Studies
- As-Builts or Platting Services
- Site lighting and Site Photometrics
- Design of site structures or retaining walls
- Gas or electric utilities
- Design of fences, gates or associated mechanisms.
- Underground fire main /fire suppression design or permitting
- Phase I Environmental studies and Listed Species Surveys
- Services not specifically listed as "included" in the scope of services.

IV. ITEMS TO BE PROVIDED BY OTHERS

- Agency plan review fees and/or application fees
- Boundary and topographic survey in Autocad
- Geotechnical Report
- Building footprint in Autocad, if applicable
- As-built drawings shall be provided by the site contractor as required for project closeout.

V. ACCEPTANCE

This agreement is valid if signed and returned within 30 days after the date of this proposal. If this agreement is acceptable, please sign in the space provided below and return to the undersigned. This shall be considered a legal contract and written authorization to proceed with the work outlined above. The parties signing below certify that they have the authority to sign and bind their respective business entities to this agreement.

TRI³ CIVIL ENGINEERING DESIGN STUDIO, INC.



By: _____
Constance D. Silver, P.E.

Title: _____ President _____

Date: _____ August 10, 2025 _____

RHODES & BRITO ARCHITECTS

By: _____

Title: _____

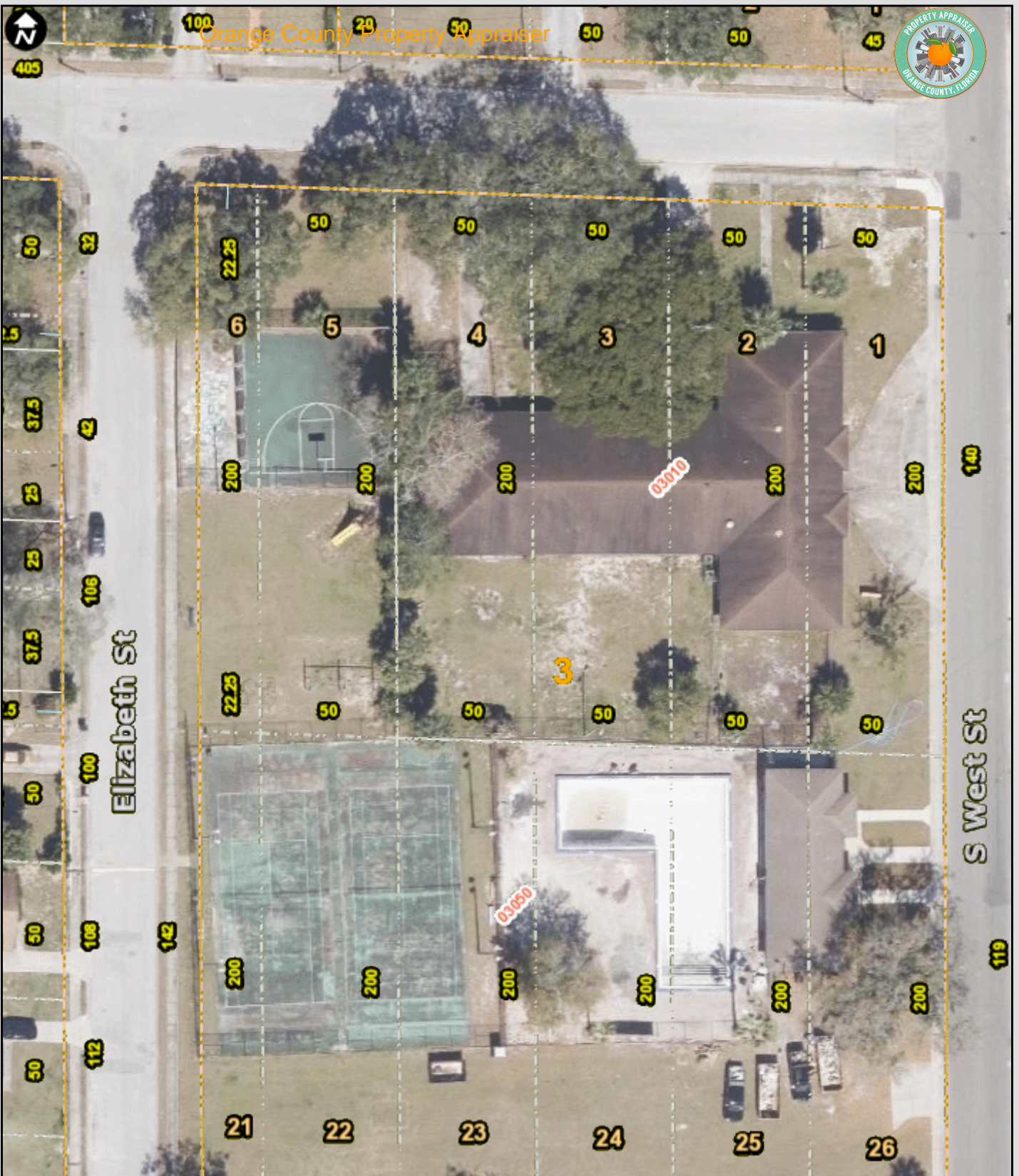
Date; _____

VI. 2025 HOURLY RATE SCHEDULE

Position	Hourly Rate
Principal	\$ 151.00
Project Manager	\$ 125.00
Project Engineer	\$ 94.00
Senior Technician	\$ 67.00
Admin Assistant	\$ 47.00

OCPA Web Map

	Florida Turnpike		Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks		6 Lot Number
	Interstate 4		Public Roads		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers		06060 Parcel Number
	Toll Road		Gated Roads		Block Line		Commercial/Institutional		Hydro		Building		3106 Parcel Address
	Road Under Construction		Lot Line		Governmental/Institutional/Misc		Waste Land		E Block Number		111.9 Parcel Dimension		



Property Record - 35-21-29-3660-03-010

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary as of 08/10/2025

Property Name

140 S West St

Names

Distressed Solutions Llc

Municipality

EVL - Eatonville

Property Use

1910 - Office Child Care I

Mailing Address

Po Box 20367
Tampa, FL 33622-0367

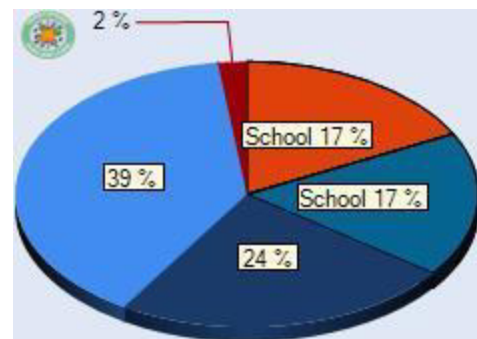
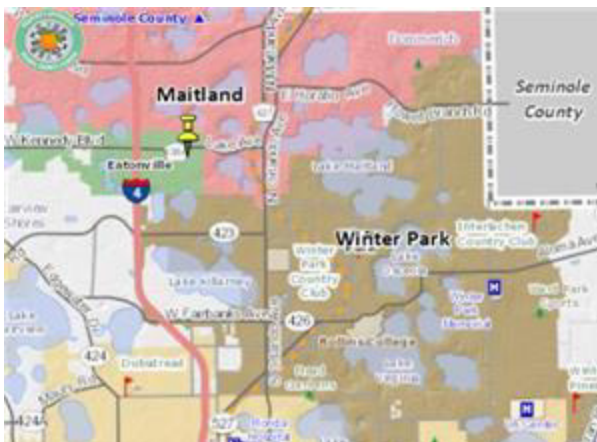
Physical Address

140 S West St
Maitland, FL 32751

OR
Code
For
Mobile
Phone











292135366003010 03/19/2006



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values		Land		Building(s)		Feature(s)	Market Value	Assessed Value
2024	 	\$89,241	+	\$390,171	+	\$12,248 =	\$491,660 (-1.3%)	\$491,660 (-1.3%)
2023	 	\$89,241	+	\$396,872	+	\$12,248 =	\$498,361 (10.0%)	\$498,361 (10.0%)
2022	 	\$84,839	+	\$356,159	+	\$12,248 =	\$453,246 (-7.1%)	\$453,246 (-7.1%)
2021	 	\$77,235	+	\$398,296	+	\$12,248 =	\$487,779	\$487,779

2024 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$491,660	\$0	\$491,660	3.2160 (1.36%)	\$1,581.18	17 %
Public Schools: By Local Board	\$491,660	\$0	\$491,660	3.2480 (0.00%)	\$1,596.91	17 %
Orange County (General)	\$491,660	\$0	\$491,660	4.4347 (0.00%)	\$2,180.36	24 %
Town Of Eatonville	\$491,660	\$0	\$491,660	7.2938 (0.00%)	\$3,586.07	39 %
Library - Operating Budget	\$491,660	\$0	\$491,660	0.3748 (0.00%)	\$184.27	2 %
St Johns Water Management District	\$491,660	\$0	\$491,660	0.1793 (0.00%)	\$88.15	1 %
				18.7466	\$9,216.94	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

HOLDEN BROS SUB C/85 LOTS 1 TO 4 BLK 3

Total Land Area

40,018 sqft (+/-)

|

0.92 acres (+/-)

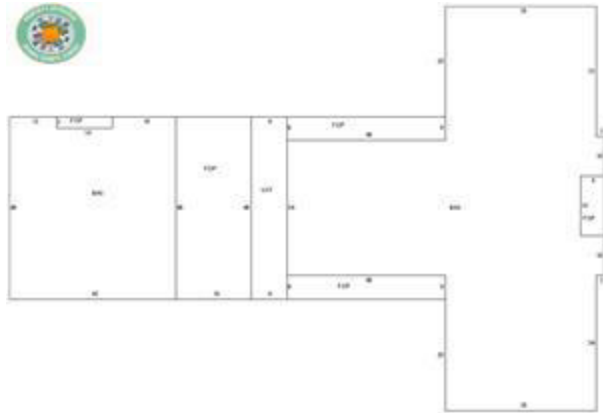
GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1910 - Office Child Care I	EVL-R-2	40018 Units	working...	working...	working...	working...

Buildings

Model Code	4 - Commercial	Subarea Description	Sqft	Value
Type Code	1910 - Office Child Care I	BAS - Base Area	1890	working...
Building Value	working...	BAS - Base Area	5216	working...
Estimated New Cost	working...	FOP - Finished O	874	working...
Actual Year Built	1968	UST - Unfinished	414	working...
Beds	0	FOP - Finished O	240	working...
Baths	0.0	FOP - Finished O	90	working...
Floors	1	FOP - Finished O	240	working...
Gross Area	9006 sqft	FOP - Finished O	42	working...
Living Area	7106 sqft			
Exterior Wall	Conc/Cindr			
Interior Wall	Drywall			



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
6040 - Paved Concrete	01/01/1968	2055 Unit(s)	working...	working...
5482 - Open Storage Bin 3	01/01/2006	1 Unit(s)	working...	working...

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/21/2022	\$320,100	20220403556	/	Warranty Deed			Improved
06/21/2022	\$0	20220403555	/	Corrective Deed			Improved
10/28/2019	\$100	20190682235	/	Warranty Deed			Improved
07/11/2006	\$100	20060486135	08770 / 4178	Quit Claim Deed			Improved

Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
5389 Conroy Rd	01/15/2025	\$47,600	\$16	Warranty Deed	0/0	20250067353	/
5495 Lake Margaret Dr	09/23/2024	\$2,500,000	\$484	Warranty Deed	0/0	20240560453	/

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value
---------	--------------	---------------

There are no TPP Accounts associated with this parcel.

Schools

Edgewater (High School)

Principal	Heather Haas Kreider
Office Phone	407.835.4900
Grades	2023:

Maitland (Middle School)

Principal	Aski Melik Brown
Office Phone	407.623.1462
Grades	2023:

Hungerford (Elementary)

Principal	Letecia Harris
Office Phone	407.623.1430
Grades	2023:

Community/Neighborhood Association

Name	Calhoun-Hall Neighborhood Group
Gated?	No
Number Of Households	188

Utilities/Services

Electric	Duke Energy
Water	Eatonville
Recycling (Friday)	Orange County
Trash (Thursday)	Orange County
Yard Waste (Friday)	Orange County

Elected Officials

State Senate	Geraldine F. "Geri" Thompson
County Commissioner	Christine Moore
State Representative	Anna Eskamani
US Representative	Maxwell Alejandro Frost
School Board Representative	Stephanie Vanos
Orange County Property Appraiser	Amy Mercado



Scope of Work Town of Eatonville Sr. Center Renovation

The Town of Eatonville would like to convert the current day care facility at the corner of Lemon and SW St into a Sr. Center. The current facility is approximately 9,000 sf. The building is to be basically "gutted" and completely renovated. We are anticipating the construction budget to be approximately \$1.1 million.

The following are the main scope point:

- Existing roof to remain
- There is no current floor plan or survey yet
- New windows, doors, flooring and interior walls
- New Fire Alarm possible sprinkler system
- MEP to be upgraded
- A new catering kitchen will be incorporated
- New parking
- On site retention

Following this scope narrative are the following documents:

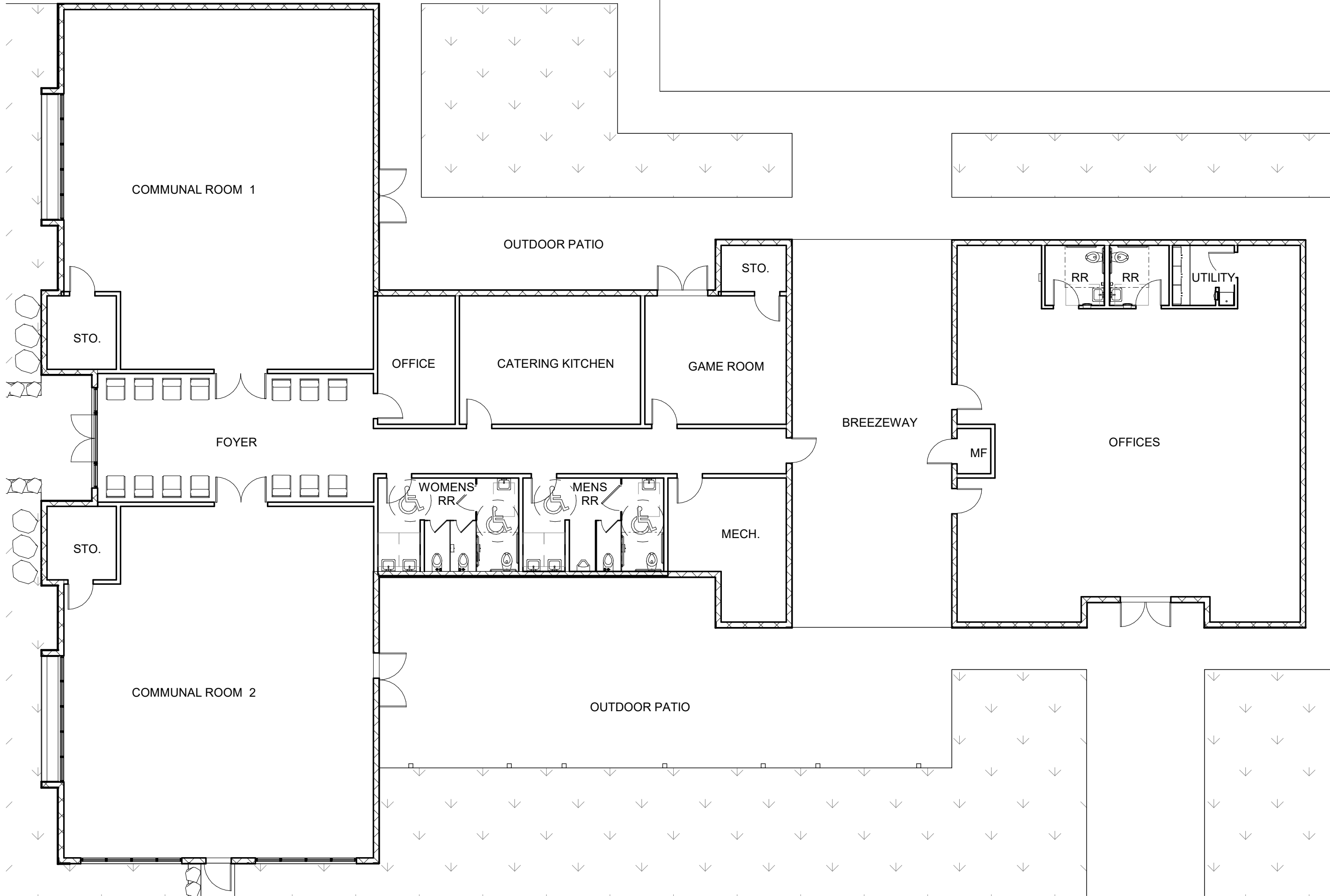
- Potential new floor plan layout
- Rendering of potential look of the building
- Potential schematic site plan
- Aerial of the existing site
- Property appraiser map of the site

Design Schedule:

- Schematic Design – 6 weeks
- Design Development – 6 weeks
- 90% Construction Documents – 8 weeks
- Permit Documents – 2 weeks

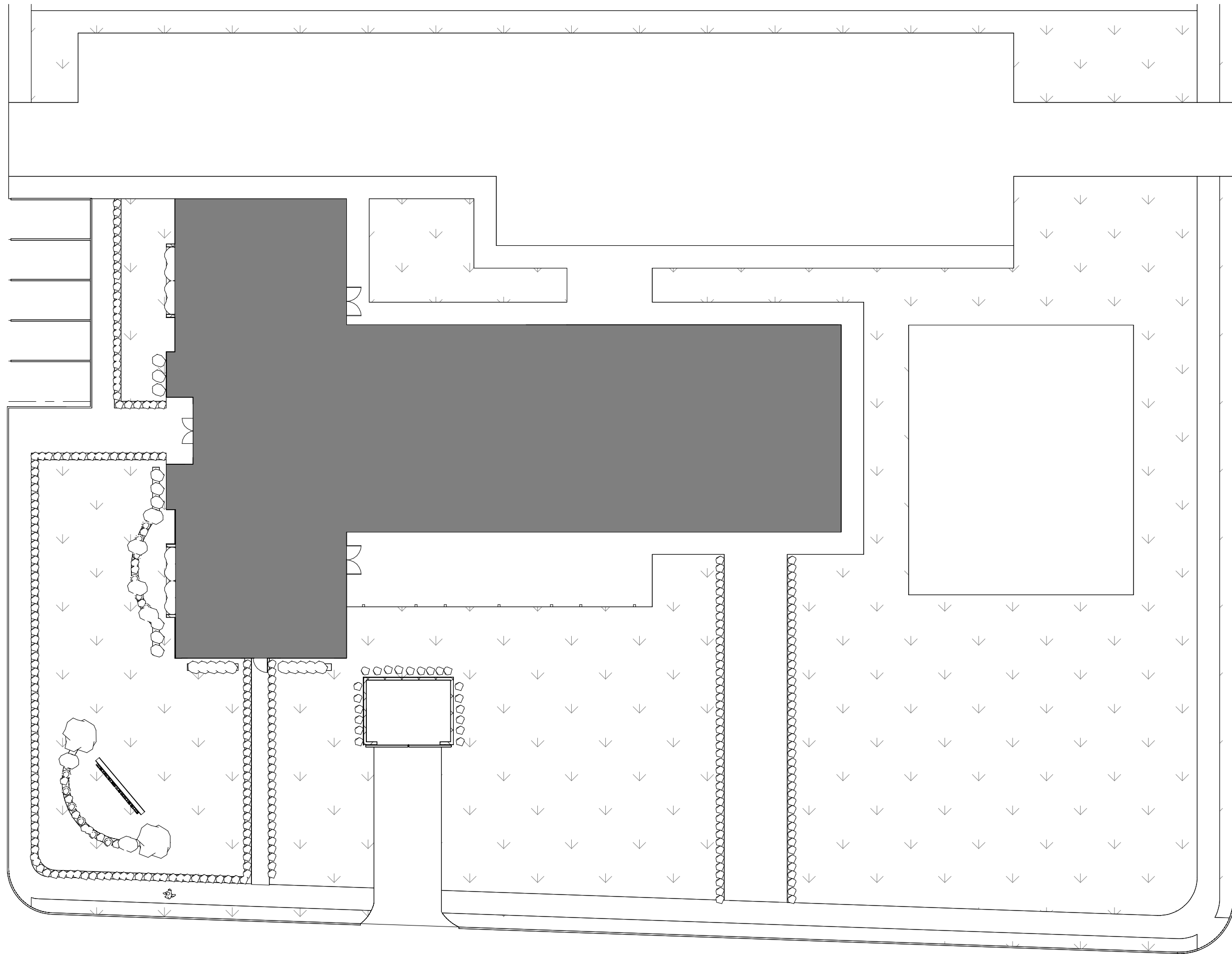
Fees should be presented and billed according to the fee table attached and spelled out below:

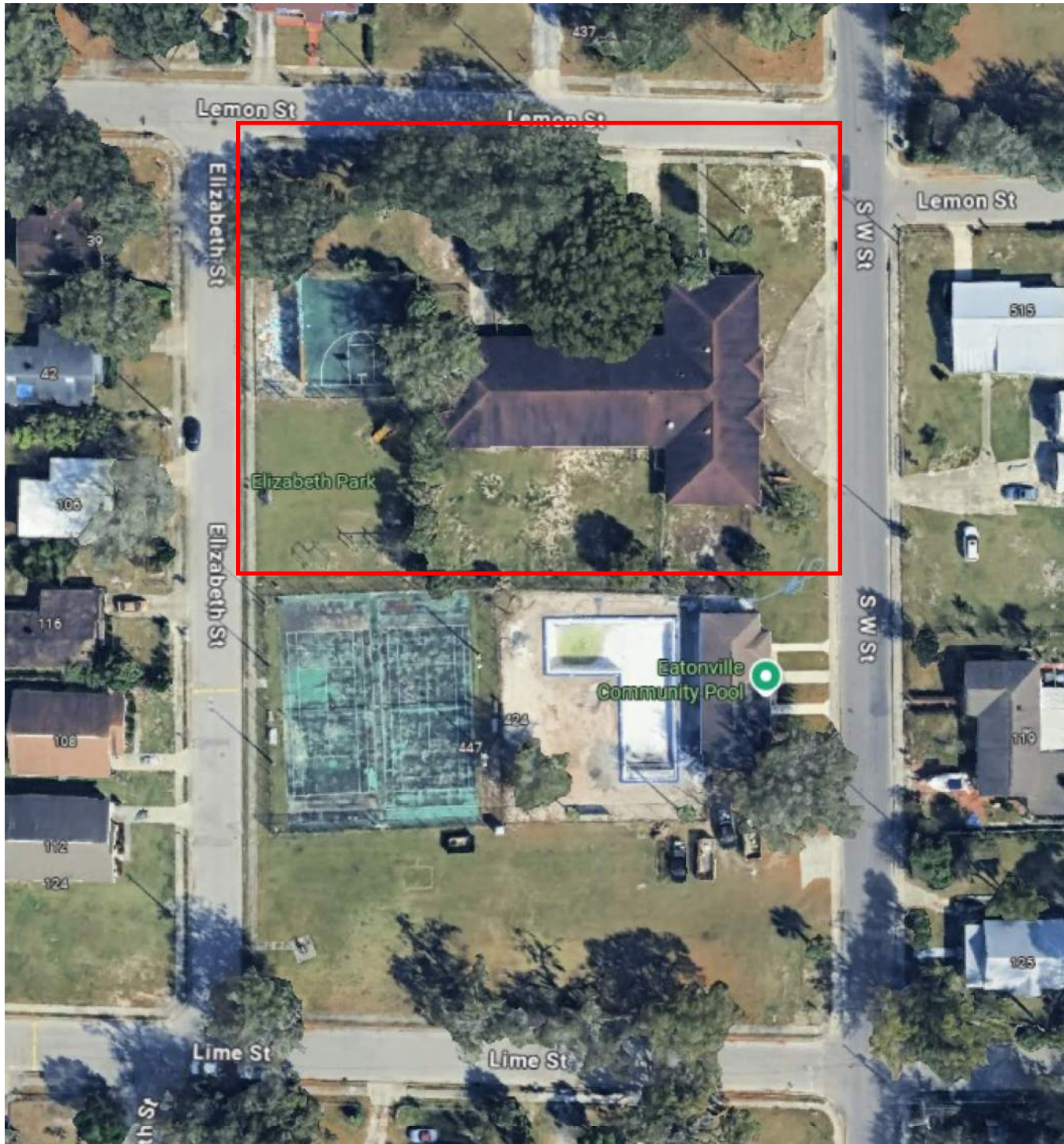
- Schematic Design
- Design Development
- 90% Construction Documents
- Permitting
- Bid & Award
- Construction Phase Services
- Closeout





EATONVILLE SENIOR AND WELLNESS CENTER





OCA Web Map

	Florida Turnpike		Public Road		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Agriculture		Agricultural/Curtilage		Hydro		Waste Land		Parks		Lakes and Rivers		Building		Block Number		Lot Number
	Interstate 4		Gated Road		Brick Road		Block Line		Commercial/Institutional		Governmental/Institutional/Misc		Road Under Construction		Lot Line		Parcel Number		Parcel Address		Parcel Dimensions						
	Toll Road																										

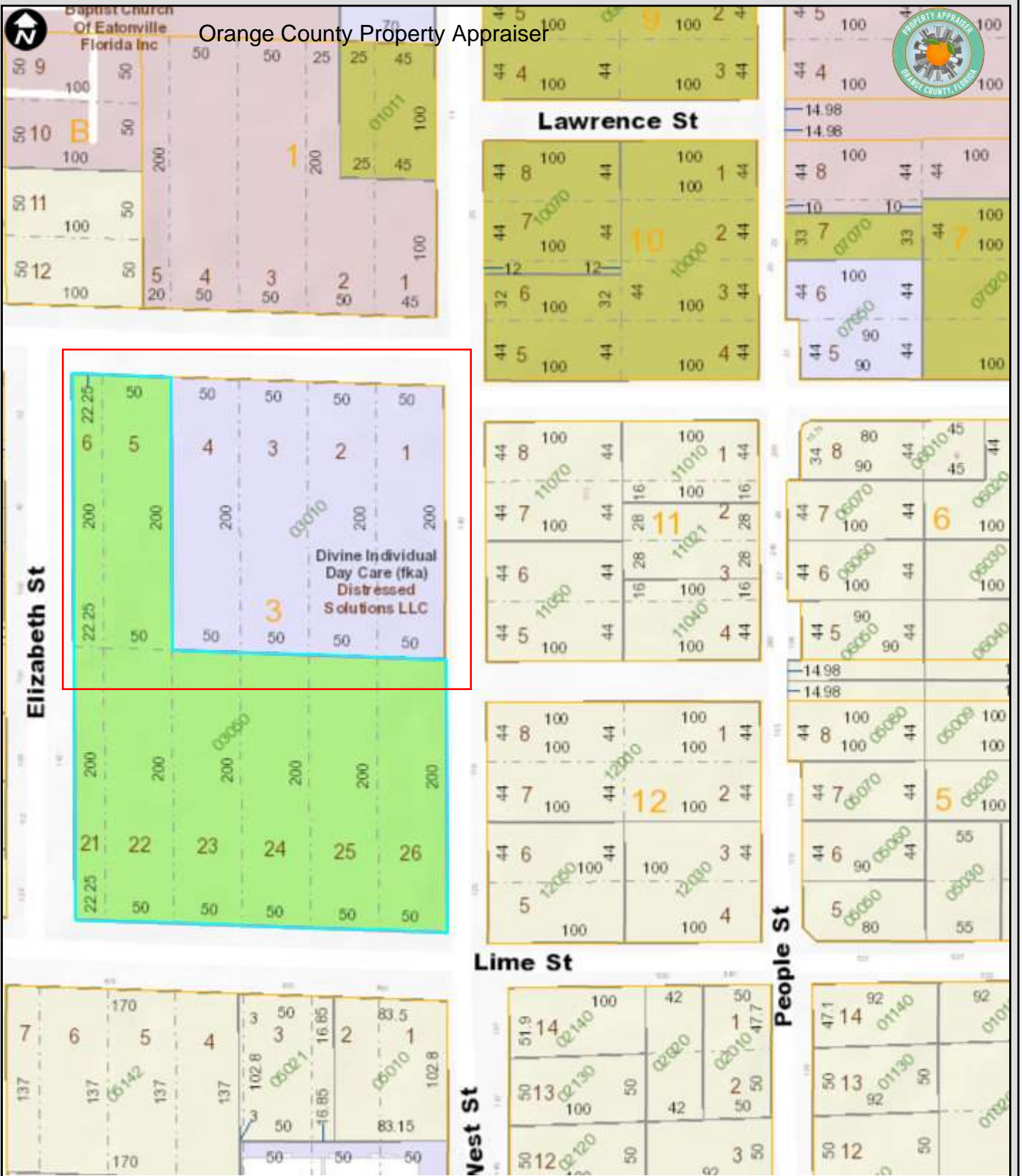


EXHIBIT A

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
CONTRACT NO. Y18-907A CONTINUING ARCHITECTURAL SERVICES**

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO. 9/ CONTRACT NO. Y18-907A
CONTINUING ARCHITECTURAL SERVICES

RHODES + BRITO ARCHITECTS
605 East Robinson Street
Suite 750
Orlando, Florida 3280

EFFECTIVE DATE: August 5, 2025

This Amendment is issued in accordance with Section VIII of this contract, entitled:
TERM OF CONTRACT, as follows:

The term of this contract is hereby extended for 6 months from
August 5, 2025 through February 5, 2026 at the same hourly rates
and terms and conditions.

All other terms and conditions of the original Contract remain the same.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



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

DATE: 6.23.2025

RHODES + BRITO ARCHITECTS
ORLANDO, FLORIDA


Signature

Ruffin A. Rhodes
Type or Print Name

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO. 9/ CONTRACT NO. Y18-907A
CONTINUING ARCHITECTURAL SERVICES

RHODES + BRITO ARCHITECTS
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BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

RHODES + BRITO ARCHITECTS
ORLANDO, FLORIDA



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


Signature
Type or Print Name

DATE: 6.23.2025



PROCUREMENT DIVISION

CARRIE MATHES, MPA, CFCM, CPPO, C.P.M., CPPB, APP, Manager

400 E South Street 2nd Floor * Reply To: Post Office Box 1393, Orlando, FL 32802-1393

PH: 407-836-5664 FAX: 407-836-5899

February 4, 2019

Mr. Ruffin Rhodes
Principal
RHODES + BRITO ARCHITECTS
650 East Robinson Street
Suite 750
Orlando, Florida 32801

Contract Execution: Contract No. Y18-907A, Continuing Architectural Services

Dear Mr. Rhodes:

I am pleased to include with this letter, one duly executed original of the contract mentioned above with effective date February 4, 2019.

Please feel free to contact me at (407) 836-5344 if you have any questions regarding this notice.

Sincerely,

A handwritten signature in blue ink that reads "Elia Batista".

Elia R. Batista
Senior Contract Administrator

Contract Distribution:

Original – Consultant**

Original – Contract File Y18-907A**

Original – Jose Cañas, Fiscal Coordinator, Capital Projects Division**

Copy – Finance and Accounting, Mindy Spinnuza*

Copy – Business Development Division, Chayla German*

Copy – Division Manager, Sara Flynn-Kramer, Capital Projects Division*

Copy – Division Manager, Marc Cannata, Capital Improvement Projects, OCCC*

(*) By e-mail

(**) Original

CONTRACT

#Y18-907A

THIS CONTRACT made and entered into this 4th day of February, 2018, by and between the:

**BOARD OF COUNTY COMMISSIONERS
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA**

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

**RHODES + BRITO ARCHITECTS
605 East Robinson Street
Suite 750
Orlando, Florida 32801**

FEDERAL I.D. 59-337-3968

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 ARCHITECTURAL SERVICES " 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 Architect.

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.	Prime Consultant Rhodes + Brito Architects	Multiplier 2.77
2.	Sub-Consultants Advanced Structural Design, Inc. A/R/C Associates, Inc. Base Consultants, Inc. BBM Structural Engineers, Inc. Blue Cord Design and Construction LLC	Multiplier 2.65 2.81 2.98 2.53 2.32

Bobes Associates	2.84
C&S Engineers	2.93
DAO Engineering	2.82
Food Service Design Associates	Fixed Hourly Rate
Fitzgerald Technology Group	2.57
Gale Associates\South\Inc.	2.99
Galvin Design Group, Inc.	Fixed Hourly Rate
Jensen Hughes	2.99
Kaleidoscope Interior Design	Fixed Hourly Rate
Lerch Bates, Inc.	2.99
Montgomery Consulting Group, Inc.	2.75
Murray Design Group	2.50
Ramski & Company	2.90
School Planning Design Management	Fixed Hourly Rate
SGM Engineering, Inc.	2.62
SK Consortium, Inc.	2.79
Technology Research Consulting	2.32
Tri3Civil Engineering Design Studio, Inc.	2.61

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 \$2,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$200,000.
- 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 Architect must be professional architect registered in the State of Florida.
- C. Substitution of the Project Architect or any 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 \$25,000.00 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 Consultant most recent annual report or audited financial statement. 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 Board of County Commissioners.

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 Board of County Commissioners
c/o Procurement Division
400 E. South Street
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. 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 Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
 - 4) Compliance with the County's business ethics; or
 - 5) 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. 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.

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
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 Employment Data, 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 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. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-Consultant evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business

Development Division, accompanied by the Project Architect's recommendation or consent to termination.

- F. 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 M/WBE sub-consultants to the Business Development Division.
 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE'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-M/WBE subConsultants certifying that a prompt payment clause has been included in that contract or purchase order.
 3. The Consultant must include in the subcontract agreement:
 - i. Prompt Payment Clause to the M/WBE subconsultant
 - ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
 - i. The following statement: "It is the M/WBE's responsibility to submit the required quarterly M/WBE utilization reports to the prime and the final M/WBE payment verification form to the Business Development Division denoting their percentage of the overall contract fees.

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

G. 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.

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

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person regardless of race, religion, sex, sexual orientation and gender expression/identity, 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 by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded CONSULTANT shall abide by the following provisions:

1. The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
2. The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
3. The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

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 DISPLACED WORKERS

CONSULTANT has committed to hire _____ () Career Source 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 Career Source staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. Career Source 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 Architect'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 subConsultants 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

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
ProcurementRecords@ocfl.net

RHODES + BRITO ARCHITECTS
ORLANDO, FLORIDA

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature


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

Name Typed

Date: 2-1-19
(for County use only)

Title

Y18-907A

EXHIBIT A
SCOPE OF SERVICES

RHODES + BRITO
ARCHITECTS, INC.

EXHIBIT A
SCOPE OF SERVICES
CONTINUING ARCHITECTURAL SERVICES

1.0 GENERAL

1.1 The continuing architectural services to be provided by the Consultant under this Contract will be requested by the County as the need arises, and can be required at any location within Orange County.

1.2 The projects herein include, but are not limited to, architectural studies of all types of projects for the design of interior alterations, renovations and remodeling of existing buildings, modular building siting, elevator services, utility services, drainage improvements, stormwater management solutions, park development, parking lots, landscaping, site furnishings, athletic courts, playing fields, exterior lighting, building/site security solutions to include cameras, audio, and door access, computer conduit and cabling, parking garages, elevated covered sidewalks, escalators, food courts, restaurants, cafeterias, meeting rooms, exhibit halls, atriums, loading docks, digital signage, landscaping, design of phased work in occupied buildings or occupied campuses so that work can be stopped and resumed seamlessly, minor construction projects under \$200k and new work up to \$2M estimated construction cost.

1.3 The Consultant shall provide all required Sub-Consultant services required under this Contract.

1.4 Surveying and Geotechnical services are not part of this Contract.

2.0 SCOPE OF SERVICES

2.1 The Scope of services under this Contract will be unique for each project, and will be identified by the County in writing prior to requesting a proposal from the Consultant. A Scope of services may include, but is not limited to, the following:

2.2 Study:

The Consultant shall provide an analysis of a specific building or site problem, and recommend potential solutions. Almost all design projects under this Contract will begin with a study. The Consultant shall provide detailed final study report.

2.3 Facility Programming

The Consultant shall determine the physical requirements and functional criteria to satisfy the Client-Division's needs.

2.4 Design/Construction Documents

The Consultant shall prepare documents (working drawings and Specifications) of sufficient detail and completeness to 1) obtain all required permits and approvals from governing authorities, 2) to fully describe all work in order to obtain reliable cost proposals from Contractors, and 3) to provide all necessary information for utility providers.

2.4.1 Design/construction documents shall be developed by the Consultant in successive stages of completeness with the County's approval being required in order to proceed to the next stage. The number of such submittals for each project will be identified by the County.

2.4.2 The Consultant shall provide separate bound construction specifications for all projects. Specifications shall be in CSI format and organization. Division 1 – General Requirements shall be provided on all projects.

2.5 Utility Coordination

The Consultant shall meet with all utility providers, determine utility access and easements, comply with all utility requirements, and clearly show all required information in the Construction Documents.

2.6 Cost Estimates and Construction Schedule

The Consultant shall prepare and submit a detailed cost estimate for construction of the project at each 60%, 90%, and final submittal. The Consultant shall also provide an estimate of construction time at the 90% and final submittals.

Note: If no bid is within +/- 10 % of the Engineer's estimate, the Consultant shall prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit a report that summarizes this information. This report will include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the County. Additionally, in the event a cost estimate exceeds the County's budget by more than 5%, it shall be the Design Consultant's responsibility to modify the Construction Documents until the estimate is within budget requirements.

2.7 Quality Assurance/Quality Control

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to their being submitted to the County for review or use. Work effort for QA/QC reviews shall be addressed as part of the work effort for each Pay Item as identified elsewhere herein.

2.8 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Final design project Schedule
- Construction Time Estimate
- Cost Estimate

2.9 Reproductions: The Consultant shall provide all required reproductions of documents for the design review process, permitting agencies, and Contractor usage. For bidding purposes, the Design Consultant may use an allowance of five (5) sets of Construction Documents and ten (10) CD's in pdf-format. The County will pay for all sets of documents and CD's required for bidding in excess of that amount.

2.10 Electronic Format: The Consultant shall provide a CD-ROM with the final Construction Documents in the latest version of AutoCAD format. Specifications shall be provided in Microsoft Word format.

3.0 PERMITS AND FEES

3.1 Permit Responsibility: The Consultant shall obtain all required permits (excluding the Building Permit), meet all submission requirements, and modify the documents as required to satisfy all applicable governing authorities. This includes additional drawings, calculations, certifications, or the submission of other information required by the permitting authority.

3.2 Submittal and Review Fees: The Consultant shall pay all submittal and review fees required to process Construction Documents and obtain approval from all applicable governing authorities, including the building permits.

3.3 Impact Fees: The County will pay all costs that are specifically designated as impact fees.

4.0 BIDDING

4.1 Consultant's Responsibility: The Consultant shall assist the County during the bidding process by attending a pre-bid meeting, answering questions from bidders, preparing addenda to the bid documents, appraising substitution requests, and reviewing bid proposals if requested.

4.2 County Responsibility: The County will advertise bids, distribute bidding documents, maintain a log of bidders, conduct a Pre-Bid meeting, receive and validate bid proposals, publish bid results, and select a contractor for award.

5.0 CONTRACT ADMINISTRATION

5.1 Pre-Construction Meeting: The Consultant shall attend a Pre-Construction meeting and answer questions from the Contractor and Sub-Contractors.

5.2 Construction Progress Meetings: The Consultant shall attend regularly scheduled Construction Progress Meetings during the course of construction.

5.3 Construction Observations: The Consultant shall conduct periodic construction observations to verify the quantity and quality of work. Each construction observation shall be documented in a Construction Observation Report that shall be forwarded to the County within two (2) working days of the site visit.

5.4 Contractor Submittals, RFIs, RFPs, and ASIs: The Consultant shall review and process all Contractor submittals, RFIs, and RFPs. Issue ASIs as required to the Contractor and County.

5.5 Contractor's Application for Payment: The Consultant shall review all applications for payment and shall make recommendations that are appropriate cost to be paid for the current stage of construction.

5.6 Contractor Change Order Requests and Claims: The Consultant shall review all Contractor Change Order Requests and Claims, and shall recommend an appropriate cost and course of action.

5.7 Substantial Completion and Final Completion: The Consultant shall attend the Substantial Completion Inspection and Final Completion Inspection meetings and shall assist the County in verifying the completion of the Construction Contract. The Consultant shall prepare the final list of deficiencies that must be corrected by the Contractor.

5.8 Warranty Inspection: The Consultant shall attend the 11-Month Walk Through Warranty Inspection and shall assist the County in identifying defective materials and installations for the purpose of ensuring the County's warranty's rights are protected.

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

RHODES + BRITO
ARCHITECTS, INC.

December 17, 2018

Ms. Elia R. Batista
Senior Contract Administrator
Procurement Division
Orange County Government Florida
400 E. South Street 2nd Floor
Orlando, FL 32802-1393



**RE: Y18-907A, Continuing Architectural Services
Revised Rates and Reimbursable Expenses**

Dear Ms. Batista:

Per your request, the following is our revised Rates and Reimbursable Expenses List

CLASSIFICATION	RATE	MULTI- PLIER	BILLABLE RATE
PRINCIPAL	\$70.00	2.77	\$194.00
SR. PROJECT MANAGER	\$53.13	2.77	\$147.00
PROJECT MANAGER	\$45.52	2.77	\$126.00
PROJECT ARCHITECT	\$35.74	2.77	\$99.00
MANAGER	\$41.48	2.77	\$115.00
PROJECT COORDINATOR III	\$39.36	2.77	\$109.00
PROJECT COORDINATOR II	\$29.69	2.77	\$82.00
PROJECT COORDINATOR I	\$25.06	2.77	\$69.00
CONSTRUCTION ADMINISTRATOR	\$34.16	2.77	\$95.00
SR. PROJECT ADMINISTRATOR	\$36.55	2.77	\$101.00
PROJECT ADMINISTRATOR	\$22.12	2.77	\$61.00
CLERICAL	\$17.00	2.77	\$47.00

Sincerely,

Linda Almeida
Financial Officer

c: M. Brito, R. Rhodes, file

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

TABLE A-4

OUT OF POCKET EXPENSE COMPUTATION

Y18-907A Orange County Continuing Services Contract

EXPENSE TYPE	Size	Unit Rates
8.5 x 11 BW DIGITAL COPIES	8.5 X11	each \$ 0.05
11X17 BW DIGITAL COPIES	11 X17	each \$ 0.13
8.5 x 11 COLOR DIGITAL COPIES	8.5 X11	each \$ 0.15
11X17 COLOR DIGITAL COPIES	11 X17	each \$ 0.20
24X36 CLR MNTED GAORBD - PRES. QUAL.	24X36	each \$ 150.00
30X42 CLR MNTED GAORBD - PRES. QUAL.	30X42	each \$ 200.00
15X21 SHEET DIG. LASER PRINT	15X21	each \$ 0.38
15X21 SHEET DIG. LASER PRINT EXCESS TON	T	each \$ 0.38
30X42 SHEET DIG. LASER PRINT	30X42	each \$ 0.90
30X42 SHEET DIG. LASER PRINT EXCESS TON	T	each \$ 2.00
GBC Binding - 1/4" to 1" (25-220 sheets)		each \$ 2.00
Screw Post Binding	1	each \$ 0.50
PDF Process Charge	1	each \$ 5.00
Specifications Covers		each \$ 0.30
Printer Delivery Charge	1	each \$ 20.25
PLOTTER (IN-HOUSE)		sf \$ 1.00
COMPACT DISC	30X42	each \$ 2.00
LOCAL COURIER		each \$ 7.00
Computer & Internet Use for On-site Rep		each \$ 0.25
3 RING BINDER		each \$ 3.00
FILM		each \$ 5.00
Permit Fees		each \$ 900.00
Courier		each \$ 7.00

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

ADVANCED STRUCTURAL DESING,
INC.



December 13, 2018

Re: Rate Schedule for Advanced Structural Design, Inc

Base Rate	1.00
Overhead & Fringe Benefits	1.41
Subtotal	2.41
Profit (10%)	0.24

OVERALL MULTIPLIER 2.65

Individual classification for personnel hourly rates are as follows:

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Overall Multiplier</u>	<u>Final Hourly Rate</u>
Principal	\$49.00	2.65	\$129.85
Sr. Project Engineer	\$43.00	2.65	\$113.95
Project Designer	\$32.00	2.65	\$ 84.80
CADD Technician	\$32.00	2.65	\$ 84.80
Admin. Assistant	\$24.00	2.65	\$ 63.60

Sincerely,

Jamshid Hakimian, P.E.
Cell 407-925-2036

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

A/R/C ASSOCIATES, INC.

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**A/R/C ASSOCIATES, INC.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal	\$ 52.88	281%	\$ 148.59
Project Manager	\$ 31.05	281%	\$ 87.25
Quality Control Manager	\$ 31.38	281%	\$ 88.18
Technician	\$ 19.23	281%	\$ 54.04
Clerical I	\$ 13.00	281%	\$ 36.53
Clerical II	\$ 24.51	281%	\$ 68.87

In the most recent reporting period, which consisted of the December of the year 2017, A/R/C had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead analysis statement).

General Overhead Rate	<u>123.26%</u>
Fringe Benefit Rate	<u>32.26%</u>
Fringe + General Overhead Rate	<u>156%</u>
Salary + Fringe + General Overhead Rate	<u>256%</u>
Profit Margin 10%	<u>26%</u>
Total Overhead Rate	<u>281%</u>

This is to certify that the above salary information is accurate as of December 31, 2018.



Joseph J. Williams, President

December 10, 2018

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

BASE CONSULTANTS, INC.



**ORANGE COUNTY CONTINUING ARCHITECTURAL SERVICES
CONTRACT # Y18-907-A**

**BASE Consultants, Inc.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Quality Assurance/Quality Control	60.59	2.98	\$181
Senior Project Manager	54.00	2.98	\$161
Project Manager	45.17	2.98	\$135
Project Engineer	43.75	2.98	\$130
Revit/CAD Drafter	32.02	2.98	\$95

In the most recent reporting period, which consisted of the year of the year 2017, BASE Consultants, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract. These rates will be used throughout the duration of the Contract.

Base Rate	<u>100%</u>
Overhead & Fringe Benefits	<u>170.65%</u>
Profit Margin (10%)	<u>27.1%</u>
Proposed Multiplier	<u>2.98</u>

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

Laura Barbero-Buffa, Vice-President
Name of Company Officer, Title

December 11, 2018
Date

[Signature]
Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

BBM STRUCTURAL ENGINEERS, INC.

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**BBM STRUCTURAL ENGINEERS, INC.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate (rounded)
Principal	62.82	2.53	159.00
Project Manager	48.72	2.53	124.00
Senior Project Manager	52.88	2.53	128.00
Project Engineer	34.62	2.53	88.00
Senior CADD / Revit Tech	28.00	2.53	71.00
CADD / Revit Tech	23.00	2.53	59.00
Construction Administrator / Insp.	32.69	2.53	83.00
Clerical / Admin.	17.83	2.53	46.00

In the most recent reporting period, which consisted of January through December of the year 2017, BBM Structural Engineers, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	84	%
Fringe Benefit Rate	46	%
Fringe + General Overhead Rate	130	%
Salary + Fringe + General Overhead Rate	230	%
Profit Margin	23	%
Total Overhead Rate	253	%

This is to certify that the above salary information is accurate as of the period stated above.

Gary L. Burton, PE
Name of Company Officer, Title

12/20/2018
Date


Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

BLUE CORD DESIGN AND
CONSTRUCTION, LLC

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**BLUE CORD DESIGN & CONSTRUCTION, LLC
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal	\$77.00	2.32	\$178.64
Sr Estimator	\$47.00	2.32	\$109.04
Estimator	\$41.00	2.32	\$95.12
Project Administration	\$24.00	2.32	\$55.68

In the most recent reporting period, which consisted of the calendar year end of 2017, Blue Cord Design & Construction, LLC had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	78%
Fringe Benefit Rate	32%
Fringe + General Overhead Rate	111%
Salary + Fringe + General Overhead Rate	211%
Profit Margin (10%)	.21
Total Overall Multiplier	2.32

This is to certify that the above salary information is accurate as of November 29, 2018

Michael T Waldrop, CEO
Name of Company Officer, Title

11/29/18
Date



Signature



Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

BOBES ASSOCIATES

BOBES ASSOCIATES CONSULTING ENGINEERS, INC.

150 CIRCLE DRIVE

MAITLAND, FL 32751

HOURLY RATES 12-13-18

Orange County Continuing Architectural Services O.C Contract Y18-907A

Our overall Multiplier Calculation based on fiscal year 2017 data is as follows:

Base rate	1.00
Overhead	1.58
Subtotal	2.58
Profit 10%	.258
Overall Multiplier	2.838 use 2.84

<u>POSITION</u>	<u>HOURLY RATE</u>	<u>APPROXIMATE CONTRIBUTION</u>	<u>AVGE FOR WRK CLASS</u>	<u>BILLABLE RATE</u>
<u>MANAGER</u>				
PRINCIPAL/PROJECT MGR.	\$48.08	100%	\$48.08	
WEIGHTED AVERAGE		100%	\$48.08	
HOURLY RATE x OVERHEAD MULTIPLIER $\$48.08 \times 2.84 = \136.55 use \$136.55/HR.				

<u>MECHANICAL ENGINEERS</u>	\$40.86	50%	\$20.43	
	\$30.77	50%	\$15.39	
WEIGHTED AVERAGE		100%	\$35.82	
HOURLY RATE x OVERHEAD MULTIPLIER $\$35.82 \times 2.84 = \101.73 use \$101.73/HR.				

<u>ELECTRICAL ENGINEERS</u>	\$40.86	100%	\$40.86	
WEIGHTED AVERAGE		100%	\$40.86	
HOURLY RATE x OVERHEAD MULTIPLIER $\$40.86 \times 2.84 = \116.04 use \$116.04/HR.				

<u>CADD OPERATORS</u>	\$26.88	100%	\$26.88	
WEIGHTED AVERAGE		100%	\$26.88	
HOURLY RATE x OVERHEAD MULTIPLIER $\$26.88 \times 2.84 = 76.34$ use \$76.34/HR.				

<u>CLERICAL</u>	\$17.00	100%	\$17.00	
WEIGHTED AVERAGE		100%	\$17.00	
HOURLY RATE x OVERHEAD MULTIPLIER $\$17.00 \times 2.84 = \48.28 use \$48.28/HR.				

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.


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

12/13/18
Date

PHONE
(407) 628-0882

FAX
(407) 628-7024



Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

C&S ENGINEERS

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**C&S Engineers, Inc.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Chief Engineer	\$56	2.93	\$164.08
Managing Engineer	\$55	2.93	\$161.15
Senior Project Engineer	\$45.60	2.93	\$133.61
Project Engineer	\$41	2.93	\$120.13
Engineer	\$33	2.93	\$96.69
Staff Engineer	\$30	2.93	\$87.90
Design Technician	\$28	2.93	\$82.04
Admin. Assistant	\$24	2.93	\$70.32

In the most recent reporting period, which consisted of the December 31 of the year 2017, C&S Engineers, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	<u>133.73%</u>
Fringe Benefit Rate	<u>32.06%</u>
Fringe + General Overhead Rate	<u>165.79%</u>
Salary + Fringe + General Overhead Rate	<u>265.79%</u>
Profit Margin	<u>39.87%</u>
Total Overhead Rate	<u>305.66%</u>

This is to certify that the above salary information is accurate as of December 12, 2018.

Brian Clark, Vice President 12/12/18
Name of Company Officer, Title Date

Brian Clark
Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

DAO ENGINEERING

CONTINUING ARCHITECTURAL SERVICES**CONTRACT #Y18-907A****DAO CONSULTANTS, INC.****Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
PRINCIPAL	\$72.10	2.82	\$203.32
PROJECT MANAGER	\$56.30	2.82	\$158.77
SENIOR ENGINEER	\$49.50	2.82	\$139.59
STRUCTURAL ENGINEER	\$54.60	2.82	\$153.97
ENGINEER	\$44.60	2.82	\$125.77
SENIOR DESIGNER	\$36.10	2.82	\$101.280
DESIGNER	\$30.90	2.82	\$87.14
CONSTRUCTION ADMINISTRATOR	\$32.90	2.82	\$92.78
INSPECTOR	\$26.80	2.82	\$75.58
CADD OPERATOR	\$27.50	2.82	\$77.55
OFFICE ADMINISTRATOR	\$23.70	2.82	\$66.83

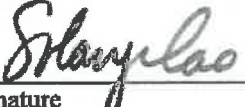
In the most recent reporting period, which consisted of the works performed from August 1 to August 6 of the year 2018, Dao Consultants, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	100%
Fringe Benefit Rate	56.55%
Fringe + General Overhead Rate	156.5%
Salary + Fringe + General Overhead Rate	255%
Profit Margin	0.255%
Total Overhead Rate	2.82%

This is to certify that the above salary information is accurate as of __October 31, 2018.

Solange Dao, PE - President
Name of Company Officer, Title

01.10.2019
Date


Signature

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

FITZGERALD TECHNOLOGY GROUP



Post Office Box 907
Windermere, FL 34786

P: 800.830.1103
F: 407.578.0053

www.fitzgeraldtechnologygroup.com

Mr. Ruffin Rhodes, Principal
Rhodes+Brito Architects
601 N. Magnolia Ave., Suite 100
Orlando, FL 32801

December 19, 2018

**Fee Schedule for Orange County Continuing Contract
Contract Number Y18-907A**

Dear Mr. Rhodes,

Please find the below listed employee classifications along with our overhead multipliers for the Orange County Y18-907A contract. These have been verified by Elia Batista in the Procurement Division.

Base Rate	1.00
Overhead & Benefits	1.34
Subtotal	2.34
Profit (10%)	0.23
Overall Multiplier	2.57

Classification of employees for the project:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Loaded Hourly Rate</u>
Project Principal	\$ 78.71	2.57	\$ 202.28
Project Designer	\$ 65.02	2.57	\$ 167.10
Security System Tech. I	\$ 43.98	2.57	\$ 113.02
Surveillance System Tech.	\$ 45.83	2.57	\$ 117.78
Cyber Security Specialist	\$ 51.87	2.57	\$ 133.30
Administrative Asst.	\$ 23.20	2.57	\$ 59.62

These are the positions that we expect to utilize in fulfillment of the scope of work and are hereby submitted as actual, true and correct.

A handwritten signature in black ink, appearing to read "W. Douglas Fitzgerald", is written over a faint, larger version of the same signature.

W. Douglas Fitzgerald CPP, CHS-III, CFE
President / CEO
Fitzgerald Technology Group
T (407) 491-2202

Handwritten initials "OK" in blue ink.

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

FOOD SERVICE DESIGN ASSOCIATES

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**Foodservice Design Associates, Inc.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Architect			\$88.37
Administrative Assistant			\$38.85
REVIT/ACAD Drafting Tech.			47.25

In the most recent reporting period, which consisted of January thru December of the year 2017, Foodservice Design Associates, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	30.2%
Fringe Benefit Rate	2.8%
Fringe + General Overhead Rate	33.0%
Salary + Fringe + General Overhead Rate	82.0%
Profit Margin	12.0%
Total Overhead Rate	33.0%

This is to certify that the above salary information is accurate as of December 12, 2018.

Philip Bean, AIA Principal
Name of Company Officer, Title

12/12/18
Date

Philip Bean, AIA

Digitally signed by Philip Bean,
AIA
Date: 2018.12.12 11:21:11 -05'00'

Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

GALE ASSOCIATES\SOUTH\INC.

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**



**GALE ASSOCIATES, INC.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal	72.12	2.99	215.64
Associate	52.00	2.99	155.48
Sr. Project Manager	44.60	2.99	133.35
Project Manager	43.28	2.99	129.41
Project Architect	54.10	2.99	161.76
Sr. Staff Engineer	32.00	2.99	95.68
Sr. Staff Designer	32.15	2.99	96.13
Staff Engineer	26.93	2.99	80.52
Sr. Technician	32.03	2.99	95.77
Technician/CAD Operator	25.80	2.99	77.14
Office Administrator	27.65	2.99	82.67
Administrative Assistant	19.80	2.99	59.20

In the most recent reporting period, which consisted of the of the year 2017, Gale Associates, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	54%
Fringe Benefit Rate	145%
Fringe + General Overhead Rate	199%
Salary + Fringe + General Overhead Rate	299%
Profit Margin	0%
Total Overhead Rate	299%

This is to certify that the above salary information is accurate as of January 16, 2019.


Bruce P. White, Director of Finance


Date

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

GALVIN DESIGN GROUP, INC.

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**Galvin Design Group, Inc.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Consultant			150.00
CADD			75.00
Support/ Clerical			50.00

In the most recent reporting period, which consisted of the December of the year 2018,
(insert the name of the consultant) had the following multipliers,
which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis
Statement).

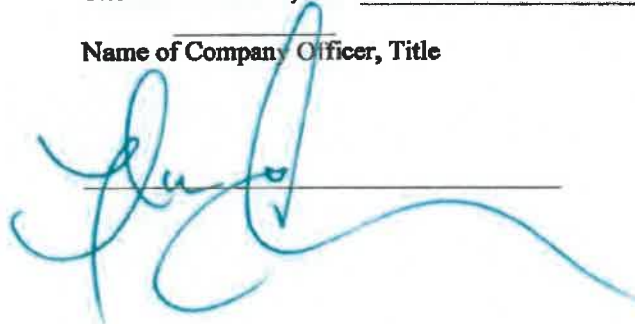
General Overhead Rate	_____ %
Fringe Benefit Rate	_____ %
Fringe + General Overhead Rate	_____ %
Salary + Fringe + General Overhead Rate	_____ %
Profit Margin	_____ %
Total Overhead Rate	_____ %

This is to certify that the above salary information is accurate as of December 12,
2018_____.

Thomas W. Galvin, FCSI _____ December 12, 2018 _____

Name of Company Officer, Title

Date




Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

JENSEN HUGHES

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**JENSEN HUGHES, INC.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal	106.17	2.99	317.46
Sr. Engineer	69.13	2.99	206.71
Engineer	45.58	2.99	136.28

**Rates escalated 3.5% annually*

In the most recent reporting period, which consisted of the December 31st of the year 2017, Jensen Hughes, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached audited FAR financial statement).

General Overhead Rate	<u> N/A %</u>
Fringe Benefit Rate	<u> N/A %</u>
Fringe + General Overhead Rate	<u> 166% </u>
Salary + Fringe + General Overhead Rate	<u> 266% </u>
Profit Margin (12.5%)	<u> 33% </u>
Total Overhead Rate	<u> 299% </u>

This is to certify that the above salary information is accurate as of November 30, 2018.

Nicholas DeBarry, Project Financial Manager 1/18/19
Name of Company Officer, Title Date


Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

KALEIDOSCOPE INTERIOR DESIGN

Kaleidoscope Interior Design LLC
Proposed Wage Rate Data

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

LERCH BATES, INC.

**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907C**

**Lerch Bates
Billable Rates and Multiplier**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal / Primary	64.96	2.99	194.23
Consultant (New)	62.74	2.99	187.59
Field Technician (New)	35.00	2.99	104.65
Admin	20.52	2.99	61.35

In the most recent reporting period, which consisted of the year 2017, Lerch Bates Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	179.71
Fringe Benefit Rate	69.68
Fringe + General Overhead Rate	249.39
Salary + Fringe + General Overhead Rate	349.39
Profit Margin	10%
Total Overhead Rate	384.3

This is to certify that the above information is accurate as of December 31, 2017. Applied the 2.99 maximum multiplier to rates the rates in the table above.

Scott Neelley, Controller
Name of Company Officer, Title

12/10/2017
Date

Scott Neelley
Signature

(Maximum multiplier allowed by Orange County: 2.99 - Maximum profit: 10%)

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

MONTGOMERY CONSULTING
GROUP, INC.



MONTGOMERY

CONSULTING GROUP

PLANNING | ENVIRONMENTAL | ENGINEERING: TRANSPORTATION | AVIATION | INFRASTRUCTURE

December 10, 2018

Mr. Max Brito, AIA, Principal
Rhodes + Brito Architects
The Day Building, 605 East Robinson Street, Suite 750
Orlando, FL 32801

Reference: Overhead and Rate - Orange County – Contract Y18-907A
Orange County Continuing Architectural Services

Dear Mr. Brito:

Montgomery Consulting Group, Inc. is pleased to provide the following information regarding overhead multipliers and personnel hourly rates for projects with Orange County. Proposed multiplier is based on MCG's audited statement of direct labor, fringe benefits and general overhead provided by an independent auditor for the fiscal year ending December 31, 2017 (attached hereto) and 10% profit. These rates will be used throughout the duration of the Contract.

Multiplier Detail:

Base Rate	100.00%
Overhead & Fringe Benefits	<u>149.82%</u>
Subtotal	249.82%
Profit (10%) =	<u>24.98%</u>
Overall Multiplier	274.80; use 2.75

<u>Category</u>	<u>Raw Rate (\$/hour)</u>	<u>Multiplier</u>	<u>Billable Rate (\$/hour - rounded)</u>
Project Manager*	\$81.00	negotiated	\$ 175.00
Senior Cost Estimator	\$48.25	2.75	\$ 133.00
Cost Estimator	\$32.00	2.75	\$ 88.00
CAD/GIS/BIM Technician	\$32.00	2.75	\$ 88.00
Scheduler	\$32.00	2.75	\$ 88.00
Document Control Specialist	\$23.23	2.75	\$ 64.00

*Negotiated rate offered at less than multiplier

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.

Yours very truly,

Approved by: Monty Gettys
President

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

MURRAY DESIGN GROUP



CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A

Murray Design Group, Inc.

Proposed Wage Rate Data

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal Landscape Architect	\$33.65	2.50*	\$84.13
Associate Designer	\$24.27	2.50*	\$60.68

In the most recent reporting period, which consisted of the Third Quarter of the year 2018, Murray Design Group, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	<u>88%</u>
Fringe Benefit Rate	<u>44%</u>
Fringe + General Overhead Rate	<u>132%</u>
Salary + Fringe + General Overhead Rate	<u>232.00%</u>
Profit Margin	<u>23.20% (10% Profit)</u>
Total Overhead Rate	<u>255% OR 2.55 multiplier</u>

**Orange Co. verified 2.50 multiplier.*

This is to certify that the above salary information is accurate as of
September 23, 2015.

Ramon V Murray, Principal
Name of Company Officer, Title

November 14, 2018
Date

Ramon V Murray
Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

RAMSKI & COMPANY

RAMSKI & COMPANY

• INTERIOR DESIGN & PLANNING

CONTINUING ARCHITECTURAL SERVICES CONTRACT #Y18-907A

RAMSKI & COMPANY Billable Rates and Multiplier

<i>Position Category</i>	Hourly Rate	Multiplier	Billable Rate
Principal in Charge	\$45.67	2.90	\$132.44
Director of Design	\$40.87	2.90	\$118.52
Senior Interior Designer	\$34.23	2.90	\$99.26
Interior Designer	\$27.33	2.90	\$79.25
Designer	\$22.62	2.90	\$65.59
BIM Manager	\$34.18	2.90	\$99.12
Construction Administration	\$30.00	2.90	\$87.00
Office Manager	\$25.00	2.90	\$72.50

In the most recent reporting period, which consisted of the January 1, 2017 – December 31, 2017 of the year 2017, Ramski & Company had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	79.11%
Fringe Benefit Rate	84.90%
Fringe + General Overhead Rate	164.01%
Salary + Fringe + General Overhead Rate	264.01%
Profit Margin	10 %
Total Overhead Rate	2.90%

This is to certify that the above information is accurate as of December 17, 2018.

Jennifer E. Ramski, Principal
Name of Company Officer, Title

December 17, 2018
Date


Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

SCHOOL PLANNING DESIGN
MANAGEMENT



**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**SPDM
Proposed Wage Rate Data**

Position Category			Billable Rate
Cost Estimating			\$150

This is to certify that the above salary information is accurate as of 11/14/18

Chris Kraemer, President
Name of Company Officer, Title

11/14/18
Date

Signature

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

SGM ENGINEERING, INC.



935 Lake Baldwin Lane
Orlando, FL 32814
(407) 767-5188
(407) 767-5772 fax
www.sgmengineering.com



RFP Y18-907A Continuing Architectural Services
SGM Engineering, Inc

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal	72.80	2.62	191.00
Project Manager/Engineer	60.50	2.62	159.00
Senior Engineer	51.75	2.62	136.00
Engineer(MEP)	34.80	2.62	91.00
Sr. Designer	32.09	2.62	84.00
Designer	28.50	2.62	75.00
Construction Admin	41.61	2.62	109.00
CADD Operator	22.70	2.62	59.00
Office Administrator	21.84	2.62	57.00

Proposed Wage Rate Data

In the most recent reporting period, which consisted of the 12/31 of the year 2017, SGM Engineering, Inc had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

Base Rate	1.00 %
Fringe + General Overhead Rate	1.39 %
Salary + Fringe + General Overhead Rate	2.39 %
Profit Margin (10%)	.23 %
Total Overhead Rate	2.62 %

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.

Ghulam(Tony)Shahnam President 1/11/2018
Name of Company Officer, Title Date

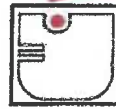
Signature

SGM Engineering, Inc. • MEP Consulting Engineers
935 Lake Baldwin Lane, Orlando FL 32814
(407) 767-5188 • (407) 767-5772 (Fax)

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

SK CONSORTIUM, INC.



URBAN DESIGN PLANNING ENGINEERING

SK Consortium, Inc.

1053 N. ORLANDO AVE., ■ SUITE 3 ■ MAITLAND ■ FLORIDA 32751
TELEPHONE 407-629-4288 ■ FACSIMILE 407-629-1656 ■ EB# 7080

CONTINUING ARCHITECTURAL SERVICES

CONTRACT #Y18-907

SK Consortium

Billable Rates and Multiplier

Category	Position	HOURLY RATE Rate	MULTIPLIER	Billable Rate
	Project Manager	\$55.70	2.79	\$155.40
	Senior Engineer	\$56.72	2.79	\$158.25
	Senior Planner	\$49.19	2.79	\$137.24
	Project Engineer	\$35.88	2.79	\$100.11
	Project Planner	\$33.90	2.79	\$94.58
	CAD Technician	\$26.34	2.79	\$73.49
	Spec/Clerical	\$16.20	2.79	\$45.20

In the most recent reporting period, which consisted of the Jan 1 to Dec. 31 of the year 2017,
SK Consortium Inc. had the following multipliers, which are submitted to Orange County to be used
on this contract (See attached Overhead Analysis Statement)

General Overhead Rate	<u>146.17%</u>
Fringe Benefit Rate	<u>8.27%</u>
Fringe + General Overhead Rate	<u>154.44%</u>
Salary + Fringe + General Overhead	<u>254.44%</u>
Profit Margin @ 10%	<u>25.4%</u>
Total Overhead Rate	<u>279.88%</u>

This is to certify that the above salary information is accurate as of Dec. 31, 2017

Majid Kalaghchi-Principal
Name of Company Officer, Title

11/16/2018
Date

Signature

(Maximum multiplier allowed by Orange County 2.99-Maximum profit: 10%)

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

TECHNOLOGY RESEARCH
CONSULTING



From: Larry J. Trobough, RCDD
Principal Consultant
Technology Research & Consulting, Inc.
437 Gaston Foster Road
Orlando, Florida 32807

To: Ruffin Rhodes, AIA
Rhodes + Brito Architects
The Day Building
Orlando, FL 32801

Date: Tuesday, December 11, 2018

Subject: OC Architectural Services Contract #Y18-907A
Proposed Wage Rate Data

Dear Mr. Rhodes:

Per your request, please find below our company's proposed wage rate data:

Position Category	Hourly Rate	Multiplier	Billable Rate
Senior Consultant	\$47.26	2.32	\$109.64
CAD Technician	\$23.10	2.32	\$53.59
Field Technician	\$31.51	2.32	\$73.10

In the most recent reporting period, which consisted of the months January through December of the year 2017, Technology Research & Consulting, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	0.65%
Fringe Benefit Rate	0.46%
Fringe + General Overhead Rate	1.11%
Salary + Fringe + General Overhead Rate	2.11%
Profit Margin	0.10%
Total Overhead Rate	2.21%

This is to certify that the above salary information is accurate as of December 31, 2017.

Larry J. Trobough, RCDD, Principal Consultant
Name of Company Officer, Title

December 11, 2018
Date

Signature

OK

Y18-907A

EXHIBIT B
BILLABLE RATES AND
MULTIPLIERS

TRI3 CIVIL ENGINEERING DESIGN
STUDIO, INC.



**CONTINUING ARCHITECTURAL SERVICES
CONTRACT #Y18-907A**

**TRI³ CIVIL ENGINEERING DESIGN STUDIO, INC.
Proposed Wage Rate Data**

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal Engineer	\$ 58.00	2.61	\$ 151.00
Project Manager	\$ 48.00	2.61	\$125.00
Project Engineer	\$ 36.00	2.61	\$ 94.00
Senior Cad Tech	\$ 25.50	2.61	\$ 67.00
Clerical	\$ 18.00	2.61	\$ 47.00


In the most recent reporting period, as of November 15 of the year 20 18, Tri3 Civil Engineering Design Studio, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	<u>81 %</u>
Fringe Benefit Rate	<u>56 %</u>
Fringe + General Overhead Rate	<u>1.37 %</u>
Salary + Fringe + General Overhead Rate	<u>237 %</u>
Profit Margin (10%)	<u>23.7 %</u>
Total Overhead Rate	<u>260.7 % (2.61 Multiplier)</u>

This is to certify that the above salary information is accurate as of November 15, 2018.

Constance A. Owens, PE, LEED AP, President
Name of Company Officer, Title

11/15/18
Date



Signature



Y18-907A

EXHIBIT C

**ORANGE COUNTY TRAVEL AND SUBSISTENCE
POLICY AND ALLOWANCES**

RHODES + BRITO ARCHITECTS, INC.

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

Y18-907A

**INSURANCE
CERTIFICATES**

RHODES + BRITO ARCHITECTS, INC.



RHODE-1

OP ID: LH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson		CONTACT Kristin McIntosh PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076 E-MAIL ADDRESS : certs@jcj-insurance.com	
INSURED Rhodes + Brito Architects, Inc 605 E Robinson Street #750 Orlando, FL 32801		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Insurance Co.	NAIC # 25623
		INSURER B: Travelers Indemnity Co.	25658
		INSURER C: Berkley Insurance Company	32603
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LT		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-2J660319	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-9H931881	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-7E923493	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab			BDP0417001	07/01/2018	07/01/2019	Per Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Y18-907A, Continuing Architectural Services. Certificate Holder is an Additional Insured with regards to General Liability when required by written contract. A Waiver of Subrogation for all policies applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

ORAN400 Orange County Board of County Commissioners C/o Procurement Division 400 E. South Street Orlando, FL 32801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.**

ST ASSIGN:

POLICY NUMBER: /

UMBRELLA
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization that you have agreed with in a written contract to provide this agreement.

We waive any rights of recovery we may have against any person(s) or organization(s) shown in the Schedule above because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- b. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

c. "Your work" or "your products" within the "products-completed operations hazard"; or

d. The "auto hazard".

We waive these rights only where you have agreed to do so as part of a written contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

The waiver applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Medical Payments Limit I. Increased Supplementary Payments J. Additional Insured – Owner, Manager Or Lessor Of Premises K. Additional Insured – Lessor Of Leased Equipment L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> N. Additional Insured – Architect, Engineer Or Surveyor O. Who Is An Insured – Newly Acquired Or Formed Organizations P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess Q. Per Project General Aggregate Limit R. Knowledge And Notice Of Occurrence Or Offense S. Unintentional Omission T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement U. Amended Bodily Injury Definition V. Amended Insured Contract Definition – Railroad Easement W. Amended Property Damage Definition – Tangible Property X. Additional Definition – Contract or Agreement Requiring Insurance |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

COMMERCIAL GENERAL LIABILITY

INJURY AND PROPERTY DAMAGE LIABILITY In COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE -- BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT -- INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an Insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to SECTION V – DEFINITIONS:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4837

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE
(A/C, No, Ext): 800-743-8130

FAX
(A/C, No): 800-522-7514

EMAIL
ADDRESS: ADP.CO1.Center@Aon.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Illinois National Insurance Co

23817

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ADP TotalSource MI VI, LLC
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Rhodes & Brito Architects Inc.
605 Robinson Street The Day Building, Suite 750
Orlando, FL 32801

COVERAGES

CERTIFICATE NUMBER: 2213369

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<input type="checkbox"/> OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DEC <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A	X	WC 047014231 FL	07/01/18	07/01/19	E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached Certificate Holder Cancellation Notice.

All worksite employees working for RHODES & BRITO ARCHITECTS INC., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. RHODES & BRITO ARCHITECTS INC. is an alternate employer under this policy.

WAIVER OF SUBROGATION IN FAVOR OF ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS AS RESPECTS OF JOB PERFORMED BY RHODES & BRITO ARCHITECTS INC. AS REQUIRED BY WRITTEN CONTRACT.

RE: Y18-907A, Continuing Architectural Services

CERTIFICATE HOLDER

Orange County Board of County Commissioners
Attn: Procurement Division
400 E. South Street
Orlando, FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/06/2018 at 12:01 A.M. standard time, forms a part of Policy No. WC 047014231 of the Illinois National Insurance Co

Issued to: ADP TotalSource MI VI, LLC (PEO Company)
10200 Sunset Drive
Miami, FL 33173
Rhodes & Brito Architects Inc. (Client of PEO Company)
605 Robinson Street The Day Building, Suite 750
Orlando, FL 32801



Premium (if any) \$ Included

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In favor of:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801

JOB DESCRIPTION:

RE: Y18-907A, CONTINUING ARCHITECTURAL SERVICES

POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE
(A/C No, Ext): 800-743-8130

FAX
(A/C No): 800-522-7514

EMAIL
ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Illinois National Insurance Co

23817

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ADP TotalSource MI VI, LLC
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Rhodes & Brito Architects Inc.
605 Robinson Street The Day Building, Suite 750
Orlando, FL 32801

COVERAGES

CERTIFICATE NUMBER: 2213369

REVISION NUMBER:

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							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR						AGGREGATE
	EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DEC						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 047014231 FL	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X			E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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RE: Y18-907A, Continuing Architectural Services

CERTIFICATE HOLDER

Orange County Board of County Commissioners
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AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

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ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
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ORLANDO, FL 32801

JOB DESCRIPTION:

RE: Y18-907A, CONTINUING ARCHITECTURAL SERVICES

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