



December 16, 2015

James V. Chisholm, City Manager

The City of Daytona Beach

301 South Ridgewood Avenue

Daytona, Florida 32114

Re: Attached Letter to The City of Daytona Beach from David Mulholland dated March 16, 2015 Concerning City of Daytona General Planning Consultant Project, No. 2005-50 (the "Contract")

Dear Mr. Chisholm:

This letter is intended to confirm and clarify representations in the attached letter from David Mulholland to The City of Daytona Beach dated March 16, 2015 as follows.

1. Vanasse Hangen Brustlin, Inc. acquired substantially all of the assets of GMB Engineers & Planners, Inc. earlier this year. We have merged the offices and the operational transition is complete.
2. Vanasse Hangen Brustlin, Inc. affirms its agreement to assume all of the obligations of GMB Engineers & Planners, Inc. under the Contract.
3. We are very grateful for an opportunity to work for The City of Daytona Beach. David Mulholland, a former principal of GMB Engineers & Planners, Inc. who now serves as Senior Vice President and Regional Manager of the Southeast Region of Vanasse Hangen Brustlin, Inc. is committed to the success of this project going forward. Unless otherwise provided in a specific work authorization per the Contract, David Mulholland will continue to be the principal in charge of work of any work performed under the Contract for The City of Daytona.

I attach a copy of an insurance certificate naming The City of Daytona Beach as an insured party.

If this meets with your approval, please so indicate by signing and returning to my attention by pdf at your convenience a copy of the attached signature page.

If you would like any additional information, please contact me at azebrowski@vhb.com or feel free to call me any time on my cell phone at (617) 791-1597.

Engineers | Scientists | Planners | Designers

101 Walnut Street
PO Box 9151
Watertown, Massachusetts 02471
P 617.924.1770
F 617.924.2286

Very truly yours,


VANASSE HANGEN BRUSTLIN, INC.



Anne P. Zebrowski, Esq., Senior Vice President & Chief Risk Officer



Subject to the terms of this letter, I consent to the assignment to Vanasse Hangen Brustlin, Inc. of The City of Daytona Beach General Planning Consultant Project, Contract No. 2005-60:



James V. Chisholm, City Manager
The City of Daytona Beach, Florida



GMB ENGINEERS & PLANNERS, INC.

March 16, 2015

Richard Walton, Planning Director
City of Daytona Beach Planning
P. O. Box 2451
Daytona Beach, Florida 32114

Re: Request of GMB Engineers & Planners, Inc. (GMB) for Consent to Assign to Vanasse Hangen Brustlin, Inc. (VHB) the future General Planning Consultant Project.

Dear Mr. Walton:

This is a request that the City of Daytona consent to the assignment by GMB of the General Planning Consultant Contract to VHB.

On February 9, 2015, GMB agreed to sell substantially all of its assets to VHB. All future contracts including the General Planning Consultant contract should be addressed to Vanasse Hangen Brustlin, Inc.

VHB is a regional firm with 20 offices on the East Coast. VHB has had offices in Orlando and Sarasota Florida for many years. GMB's working relationship with VHB dates back more than ten years, including many important transportation projects in Florida. We are confident that the work transition can be seamless. I, Dave Mulholland will continue to be the principal in charge of your work and my GMB colleagues (and new VHB colleagues) will be available upon request to manage and/or work on specific assignments if and as you determine appropriate.

Please be assured that we will continue to provide the same high level transportation planning and engineering services we have always provided to the City. All employees have stayed the same as proposed in our original submittal for the General Planning Consultant Contract. We will provide a new Certificate of Insurance upon completion of the contract.

Thank you in advance for your favorable consideration of this request. If you have any questions or comments, please call me as soon as possible at (407) 230-2761. If you would like additional information about VHB or the acquisition, please feel free to contact Anne Zebrowski, Esq. at azebrowski@vhb.com or call her on her cell at (617) 791-1597. We look forward to hearing from you.

Very truly yours,

GMB Engineers & Planners, Inc.

By: David Mulholland, so authorized.

Title: SR VICE PRESIDENT

Date: 3.16.2015

GMB Orlando
2602 E. Livingston St.
Orlando, FL 32803
Office: 407.898.5424
Fax: 407.898.5425

**CONTRACT FOR PROFESSIONAL SERVICES - CONTINUING
TRAFFIC ENGINEERING SERVICES
CONTRACT NO. 2005-50**

This Contract and Agreement is made and entered into between The City of Daytona Beach, Volusia County, Florida, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and GMB Engineers & Planners, Inc., authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the CONSULTANT, on the date appearing on the last page hereof.

WHEREAS, the CITY intends to proceed with it's Capital Improvement Program, the purpose of which is to establish a comprehensive approach to provide for logical, economic improvements to the proposed and existing public works infrastructures, and

WHEREAS, the CITY desires the services of a qualified professional Engineering consultant for design and specification and related services; and

WHEREAS, the CITY has duly advertised for proposals from professional consultants desiring to provide such services; and

WHEREAS, the CITY's Selection Committee recommends that the CITY enter into negotiations with CONSULTANT for purposes of securing a contract for said Professional Engineering services; and

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an agreement was reached for a Contract for Professional Services subject to approval by the City Commission.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I – Definition of Understanding: This Contract and Agreement defines all items of responsibility and is the only understanding between the parties. No oral understanding exists for performing the scope of work as set forth herein.

ARTICLE II – Overall Scope of Services: The Overall Scope of Services to be provided by the CONSULTANT shall include, but not be limited to: Engineering related design of systems necessary for complete function of various roadways, site infrastructure, signalization and traffic control mechanisms and systems under control by the City. Related coordination of certain additional services dependent on specific project needs to include Engineering and Planning services determined by The CITY to be provided by the CONSULTANT to the CITY and defined in the "INVITATION" TO SUBMIT PROPOSALS and the "REQUEST FOR STATEMENTS OF QUALIFICATIONS" PROPOSAL NO. 2005-50, CONSULTANT SERVICES, "PROFESSIONAL ENGINEERING, LANDSCAPE ENGINEERING, ELECTRICAL, STRUCTURAL AND TRAFFIC

ENGINEERING” attached hereto as Exhibit “A”. The specific services to be provided under a particular work element of this Contract, however, may vary from the services defined in the “REQUEST FOR STATEMENTS OF QUALIFICATIONS”.

ARTICLE III – Work Authorization Agreements: The Scope of Service for Work may be modified from time to time to provide for additional services, deletions of service, or redefinitions of services, for specific work assignments, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Work Authorizations, shall be subject to negotiation between the CITY and CONSULTANT and approval by the City Commission, the City Manager, or his designee, as described in Article II of this Contract.

The Scope of Services to be provided by the CONSULTANT under Work Authorizations of this Contract shall be clearly described and attached as Exhibit “C”, **“Work Authorization Agreements.”**

ARTICLE IV – CITY’s Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to each project.

ARTICLE V – Compensation: Compensation for the specific task assignments are identified and defined in each Work Authorization Agreement, and represent the total compensation for all services, equipment and work products to be provided by the CONSULTANT under the Work Elements authorized by this Contract.

Fees for work authorized can be either Lump Sum fees, or Actual Cost with an Upset Limit, whichever is approved through the Work Authorization Agreement.

Lump Sum:

The Lump Sum fee constitutes a total cost for the services in individual scopes of work negotiated prior to the start of CONSULTANT’s services, generally with an allowance for reimbursable expenses associated with the work. Lump Sum fees shall be based upon an identifiable scope of work. Prior to finalizing the negotiation of a Lump Sum fee, CONSULTANT shall provide the CITY with a detailed breakdown of man-hours by task and discipline, used in preparing the proposed Lump Sum.

Actual Cost with an Upset Limit:

Actual Cost with an Upset Limit fees shall be based upon actual hourly wages paid to CONSULTANT professionals, times a multiplier of 3.07 (Prime) and 3.50 (Sub Consultant) for services rendered by employees assigned to the project. Reimbursable expenses associated with the project shall be invoiced to the CITY at the actual cost incurred by the CONSULTANT. The not-to-exceed upset Limit shall be negotiated prior to the start of CONSULTANT’s services for any project or task. The Upset Limit can be exceeded only upon written authorization from the CITY.

Work Authorizations. The maximum rates listed in the Schedule shown in Exhibit "B" may be modified to compensate for CONSULTANT's salary adjustments for subsequently authorized Work Elements as approved by the City Commission.

Sub-consultants:

The cost of services and reimbursable expenses for sub-consultants required for a project and employed by CONSULTANT shall be negotiated as an element of the Lump Sum fee for the project. All sub-consultants proposed for use shall be named by the CONSULTANT at the time the Lump Sum fee is negotiated. No other special sub-consultants shall be used on a project unless and until approved by the City Commission of the CITY. Nothing contained herein shall be deemed to preclude the CITY from contracting for the services of special sub-consultants directly with the provider of such services.

When sub-consultants are engaged for an Actual Cost with an Upset Limit project, CONSULTANT will invoice the CITY for the work provided by the sub-consultant at the actual fee amount invoiced by the sub-consultant.

Modifications to Append Work Authorization Agreements:

In the event that the CITY requests a modification to Work Element Scope of Service, or any subsequently executed Work Authorization Agreements, the fees for such modification shall be negotiated based upon the specific services requested and at a level of compensation acceptable to both parties. The final authorization shall be subject to CITY approval as described in Article II of this Contract.

ARTICLE VI – Method of Payment: For Work Elements, the CONSULTANT shall invoice the CITY no greater than once monthly and such invoices shall contain a Progress Certification Statement. The statement shall state that the Work Element is completed to at least the percentage shown on the invoice and further supported by adequate documentation to justify the percentage completed, to the satisfaction of the City Engineer. The CITY shall only be required to pay monthly progress invoices up to 90 percent of the Lump Sum fee for Work Element services. The remainder of the Lump Sum fee for Work Element services shall be paid upon the CITY's review and approval of the Work Element.

All monthly invoices submitted by the CONSULTANT and approved by the CITY shall be due and payable within 30 calendar days after such approval. The CITY agrees not to unreasonably withhold its approval of invoices submitted in compliance with the terms of this Contract.

The method of payment for services provided as part of future Work Elements of this Contract shall be negotiated to the satisfaction of both parties, with final authorization being subject to CITY approval as described in Article II of this Contract.

ARTICLE VII – Termination: It is agreed by and between each of the parties hereto, respectively, that each of the parties shall have, and there is hereby reserved to such

parties and each of them, the right to cancel and annul this Contract upon thirty (30) days written notice to the other party.

Further, it is covenanted and agreed by and between the parties hereto, and each of them, respectively, that upon the expiration of such (30) day period from the notice of cancellation by either party, as herein provided, this Contract shall cease, and thereafter each of the parties shall be released from further liability under the terms hereof.

It is further covenanted and agreed by and between the parties hereto, that in case or in the event this Contract shall be canceled as herein provided, the CITY will pay unto the CONSULTANT all amounts due under the terms hereof that can be justified to the CITY as of date of cancellation. The CONSULTANT agrees that upon receipt of justified portion of fee, all documents will immediately be transmitted to the CITY for the CITY's use in accordance with their terms of this Contract.

ARTICLE VIII – Ownership of Documents: All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed during the term of and in accordance with the provisions of this Contract shall be the property of the CITY and delivered to the CITY upon demand, provided the payment of fees has been received by CONSULTANT in accordance with the terms of this Contract.

ARTICLE IX – Reuse of Documents: CITY agrees to hold harmless and indemnify the CONSULTANT from and against any claims, demands, actions or causes of actions as a result of the CITY's reuse of documents and drawings or other work products.

ARTICLE X – Nondiscrimination: CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin.

CONSULTANT agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

ARTICLE XI – Contingency Fee: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE XII – Indemnification: The Consultant shall indemnify and hold harmless the City of Daytona Beach, and its officers and employees, from liabilities, damages, losses, and

costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

ARTICLE XIII – Insurance: CONSULTANT shall purchase and maintain, as its own expense, the following types and amounts of insurance, in form and from companies satisfactory to the CITY:

1. **Workers' Compensation Insurance:** As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the CONSULTANT, employed at the site of the work or in any way connected with the work, which is the subject of this service. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employer's Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

2. **Liability Insurance:** Comprehensive General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant at the site of the project or in any way connected with the work which is the subject of this agreement. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000.

3. **Professional Liability Insurance:** Professional Liability Insurance insuring the CONSULTANT and other interest, including, but not limited to, any associated or sub-sidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Agreement. The limit of liability of Professional Liability Insurance shall be no less than \$1,000,000.

Any insurance policy required by Article XIII, Section 3, hereof may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the CONSULTANT to the CITY and approval from the CITY is given, which approval shall not be unreasonably withheld or delayed.

The CONSULTANT shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the agreement and the Consultant shall not commence work under this agreement until he has obtained all the insurance required under this agreement and such insurance has been filed with and approved by the City, nor shall the Consultant allow any

subcontractor to commence work on its subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The CONSULTANT shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation: "In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days advance written notice to: "City Clerk, The City of Daytona Beach, P. O. Box 2451, Daytona Beach, FL 32215-2451." If requested by the CITY, the CONSULTANT will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

The Consultant shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the City. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Consultant's expense.

The Consultant may not cancel the insurance required by this agreement until the work is completed, accepted by the City and the Consultant has received written notification from the Risk Management Division of the City that the Consultant may cancel the insurance required by this agreement and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of the Consultant if the request is made no earlier than two weeks before the work is to be completed.

ARTICLE XIV - Truth in Negotiations Certificate: The CONSULTANT hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

ARTICLE XV – Opinions of Cost: Opinions or probable construction costs, financial evaluations feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgement as an experienced and qualified civil engineering professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report, must of necessity be speculative until completion of its detailed design.

Accordingly, CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT to CITY hereunder.

ARTICLE XVI – Third Parties: Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONSULTANT. The CONSULTANT'S services under this agreement are being

performed solely for the CITY's benefit, and no other entity shall have any claim against the CONSULTANT because of this agreement or the performance or nonperformance of services hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate original and effective this 7th day of September, 2005.

WITNESSES:

Tom D. Braun
Shuby G. Stickney

THE CITY OF DAYTONA BEACH

By: *Yvonne Scarlett Golden*
Yvonne Scarlett Golden, Mayor

Attest: *Jennifer L. Thomas*
Jennifer L. Thomas, City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
CITY ATTORNEY

"GMB Engineers & Planners, Inc."

[Signature] **SENIOR VICE PRESIDENT**
(Authorized Signature / Title)

WITNESSES:

By: [Signature]

By: [Signature]

Attest: [Signature]

STATE OF FLORIDA
ORANGE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, well known to me to be David W. Mul Holland of **GMB ENGINEERS & PLANNERS, INC.** and that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of August, 2005.

Notary Public

[Signature: Gloria Terry]

Commission Expires

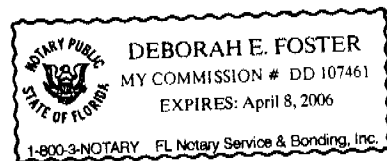


STATE OF FLORIDA
VOLUSIA COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared Yvonne Scarlett Golden and Jennifer K. Thomas, well known to me to be the Mayor and City Clerk, respectively, of **THE CITY OF DAYTONA BEACH**, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of Sept., 2005.

Notary Public Deborah E. Foster



Commission Expires

APPROVED (As to form)

[Signature]
City Attorney

EXHIBIT "A"

REQUEST FOR STATEMENTS OF QUALIFICATIONS

PROFESSIONAL CONSULTING SERVICES – CONTINUING CONTRACT

FOR

THE CITY OF DAYTONA BEACH
DAYTONA BEACH, FLORIDA

PROPOSAL NO.: 2005-50

Prepared By

City Engineering Division
Public Works Department
The City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114

MAY 4, 2005

INVITATION
REQUEST FOR STATEMENTS OF QUALIFICATIONS

The City of Daytona Beach, in compliance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes), is seeking a minimum of one (1) qualified Consultant to provide professional consulting services under a continuing contract to support The City's Capital Improvement Program and other various City projects for each of the following listed areas of practice: ARCHITECTURAL; LANDSCAPE ARCHITECTURAL; ELECTRICAL, STRUCTURAL AND TRAFFIC ENGINEERING.

Persons interested in providing these services may obtain a "REQUEST FOR QUALIFICATIONS NUMBER: 2005-50, PROFESSIONAL CONSULTING SERVICES - CONTINUING CONTRACT from:

James Dearing, C.P.M.
Purchasing Agent

P.O. Box 2451

Daytona Beach, FL 32115-2451
(386) 671-8082

Eight (8) copies of the proposal must be submitted no later than 2:00 P.M., June 24, 2005 to the following address:

James Dearing, C.P.M.
Purchasing Agent

Engineering Division

950 Bellevue Avenue, Room 600
Daytona Beach, FL 32114

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF DAYTONA BEACH

VOLUSIA COUNTY, FLORIDA

By: James Dearing, C.P.M.

Purchasing Agent

STATEMENT OF PURPOSE

The City of Daytona Beach, in accordance with The Consultants' Competitive Negotiation Act (CCNA), Florida Statutes 287.055, is seeking a minimum of one (1) qualified Consultant to provide professional services under a continuing contract for various City projects for each of the following listed areas of practice: ARCHITECTURAL; LANDSCAPE ARCHITECTURAL; ELECTRICAL ENGINEERING; STRUCTURAL ENGINEERING; TRAFFIC ENGINEERING.

SCOPE OF SERVICES

The Consultant is to provide the necessary services to perform work on various capital improvement projects for use by the City. These services will include, but not be limited to: architectural, landscape architectural, electrical, structural and traffic engineering design and related coordination of ancillary system components necessary for the complete and proper function of various facility types and structures under control by the City.

Architects, Landscape Architects and Engineers shall be required to be knowledgeable in permitting requirements of local, state and federal agencies. Related coordination of certain additional services, dependent on specific project needs, to include architecture; landscape architecture; surveying; civil, mechanical, electrical, structural, traffic and geotechnical engineering and environmental services.

Each project will be negotiated at the time of the development of the specific scope of work. The duration of the continuing services contract is not to be limited except that the contract shall contain a termination clause, acceptable to both The City and the selected firms providing said services.

The successful consultant(s) will work closely with various City Departments to include the Engineering Division of the Public Works Department. The City intends to enter into a continuing contract covering any one or more of these services. As the need for assistance in the desired discipline arises, the Consultant will be asked for a fee proposal for a specific work assignment. A Work Authorization Agreement will be prepared for acceptance and confirmation by the City Commission upon successful completion of a mutually accepted scope of services, schedule, and fee proposal. The Consultant will be expected to perform the work within the stated time frame unless changes in the scope warrant additional time.

STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Inquiries concerning this Request for Statements of Qualifications should be addressed to David C. Ponitz, P.E., Deputy City Engineer at 386.671.8621.
2. Eight copies of the Qualifications Package must be submitted no later than 2:00 p.m., June 24, 2005, and addressed to:

James Dearing, C.P.M
Purchasing Agent
Engineering Division
950 Bellevue Avenue, Room 600
Daytona Beach, FL 32114
386.671.8082; or hand delivered to:

James Dearing, C.P.M.
Purchasing Agent
Engineering Division
950 Bellevue Avenue, Room 600
Daytona Beach, Florida 32114

All Qualifications Packages shall be plainly marked on the outside of the submitted documents: "REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 2005-05, PROFESSIONAL CONSULTING SERVICES - CONTINUING CONTRACT"

3. The Statement of Qualifications shall be organized to generally conform to the following, as these will constitute the basis of evaluation:
 - a. Letter on Consulting Firm's letterhead expressing interest to be considered for this Professional Consulting Services continuing contract.
 - b. Related project experience and performance.
 - c. Project team with proposed key personnel identified, including brief resumes, of who will be assigned to provide the requested services. This element of the Statement of Qualifications should express the general and specific project related capability of the in-house staff and should indicate the adequate depth and abilities of the Consulting firm. This will include management, technical, and support staff.
 - d. If a joint venture or prime/subcontractor arrangement of two firms is used, indicate how the work will be distributed between partners, and who will be responsible for the satisfactory completion of the project.
 - e. Responsible Office:
The office assigned responsibility for the project shall be identified. If different elements of the work will be done at different locations, those locations and the work they are expected to perform shall also be listed.
 - f. Current Certificates of Insurance
 - g. Brochure of the firm

4. The drawings and other materials prepared pursuant to a contract for Professional services are to become the property of the City upon the Consultant being paid in full for such services and are subject to reuse in accordance with the provisions of Section 287.055 Subsection (11) Florida Statutes.
5. The Consultant should be aware of The City of Daytona Beach's Minority Business Enterprise (MBE) requirements contained in Chapter 30, Article III of the City Code, Ordinance 84-131 and Resolutions 94-123 and 94-124.
6. The Consultant shall purchase and maintain, at a minimum and at its own expense, the following types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

Workers Compensation Insurance - As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the Consultant, employed at the site of the work or in any way connected with the work, which is the subject of this service.

The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

Liability Insurance - Comprehensive General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant at the site of the project or in any way connected with the work which is the subject of this agreement.

THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000.

Professional Liability Insurance - Professional Liability Insurance insuring the CONSULTANT and other interest, including, but not limited to, any

associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Agreement. The limit of liability of Professional Liability Insurance shall be no less than \$1,000,000.

Proof of Insurance

The Consultant shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the agreement and the Consultant shall not commence work under this agreement until he has obtained all the insurance required under this agreement and such insurance has been filed with and approved by the City, nor shall the Consultant allow any subcontractor to commence work on its subcontract until similar insurance required of the subcontractor has been so obtained and approved. The Consultant shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation”:

“In the event of cancellation of this policy by the insurer or any insured, this Company shall give not less than thirty (30) days advance written notice to:

City Clerk
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451”

If requested by the City, the Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

The Consultant shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the City. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Consultant’s expense.

Termination of Insurance

The Consultant may not cancel the insurance required by this agreement until the work is completed, accepted by the City and the Consultant has received written notification from the Risk Management Division of the City that the Consultant may cancel the insurance required by this agreement and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of the Consultant if the request is made no earlier than two weeks before the work is to be completed.

Indemnification: The Consultant shall indemnify and hold harmless the City of Daytona Beach, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

7. Statements of Qualifications received by The City of Daytona Beach are exempt from the provisions of Florida's Public Records Law until such time as the proposals are opened. Thereafter, all Statements of Qualifications shall be open for a personal inspection by any person. If you believe that your Statement of Qualifications, or any portions thereof, is exempt from disclosure under the public records law, state the grounds for your position in CAPITAL LETTERS on the cover sheet accompanying your sealed proposal. You will be contacted prior to the opening of your proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the sealed proposal will be returned to you upon request.
8. The City reserves the right to reject any and all Statements of Qualifications if it is determined to be in the best interests of the City.

SELECTION PROCESS

For the purpose of selecting the most qualified Consultant(s), the City will use a competitive selection process. The procedure will involve the following steps:

- a. The City will advertise and mail formal requests for qualifications to interested Consultants.
- b. The City's selection committee will review and rank (if necessary) all submittals received for submission by the established deadline for each area of practice indicated.
- c. Oral presentations by a minimum of three Consultants for each area of practice indicated may be held to clarify and discuss their Statements of Qualifications.
- d. The selection committee will then rank each consultant and prepare a recommendation for approval by the City Manager. When authorized by the City Manager, the City staff shall attempt to negotiate contracts with the Consultant(s) determined to be most qualified. Should the City staff be unable to negotiate a satisfactory contract with the Consultant(s) considered to be most qualified, the City staff shall terminate such negotiations with that Consultant and begin negotiations with the next most qualified Consultant and so on until negotiations are successful.

**CONTRACT FOR PROFESSIONAL SERVICES – CONTINUING
ARCHITECTURE SERVICES
CODB CONTRACT NO.: 2005-50**

2005 Hourly Rate Schedule

The following schedule provides a maximum direct salary hourly rate for the disciplines which are likely to be engaged for projects associated with the contract referenced above for The City of Daytona Beach.

GMB Engineers & Planners (Prime Consultant)

| <u>Category of Employee</u> | <u>Hourly Rate</u> |
|-------------------------------------|--------------------|
| Principal..... | \$57.69 |
| Sr. Project Manager..... | \$39.42 |
| Project Engineer | \$31.30 |
| Project Planner | \$26.78 |
| Project Transportation Analyst..... | \$22.98 |
| Graphics Designer..... | \$18.75 |
| CADD Technician | \$27.88 |
| Clerical | \$15.58 |
| Technician..... | \$13.00 |

Kittelson & Associates (Sub Consultant)

| <u>Category of Employee</u> | <u>Hourly Rate</u> |
|-----------------------------|--------------------|
| Project Principal | \$55.22 |
| Sr. Project Manager | \$43.59 |
| Project Engineer | \$32.26 |
| Project Planner | \$40.12 |
| Engineering Intern | \$22.98 |
| Graphics Designer..... | \$18.10 |
| CADD Technician | \$25.98 |
| Clerical | \$13.63 |
| Accounting | \$23.14 |

NOTE: Actual Cost with and Upset Limit fee for projects will be based upon actual hourly wages paid to CONSULTANT professionals, not to exceed the above listed rates, times the multiplier contained in ARTICLE V of the Contract.

"WORK AUTHORIZATION AGREEMENT NO. 1"

**CONTRACT FOR PROFESSIONAL SERVICES
TRAFFIC ENGINEERING CONTINUING SERVICES
BEACH STREET AREA TRAFFIC STUDY
CODB CONTRACT NO.: 2005-70**

This Contract and Agreement is made and entered into between The City of Daytona Beach, Volusia County Florida, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and GMB Engineers & Planners, Inc., authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the CONSULTANT, on the date appearing on the last page hereof.

WHEREAS, the CITY desires the services of a professional consultant to perform Professional Engineering services for the BEACH STREET AREA TRAFFIC STUDY, and

WHEREAS, the CITY's Selection Committee recommends that the CITY enter into negotiations with CONSULTANT for purposes of securing a contract for said services; and

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an Agreement was reached for a Contract for Professional Services – Continuing subject to approval by the City Commission.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I – Definition of Understanding: This Contract and Agreement defines all items of responsibility and is the only understanding between the parties. No oral understanding exists for performing the scope of work as set forth herein.

The services to be provided by the CONSULTANT shall consist of professional Engineering and related design/planning services required for the Beach Street Area Traffic Study for downtown area located in Daytona Beach, Florida including Ridgewood Avenue (U.S. 1) east to Halifax River from Orange Avenue south to Beville Road. The purpose of this project is to provide a study of needed roadway improvements based on anticipated growth and development in an area of the City. Analysis of the existing conditions and future development will provide the information to develop a master plan for the future roadway network within this area. Recommendations for improvements to the network should be determined for 2010 and 2015.

ARTICLE II – Overall Scope of Services: The Overall Scope of Services to be provided by the CONSULTANT shall include, but not be limited to: providing the necessary services to prepare:

Task 1: Data Collection

Data will be collected from all sources necessary for the development of the report so long as the information assembled is no older than one (1) year old. The following data is required to support the Beach Street Area Traffic Study:

- (1) Twenty-four hour traffic counts will be collected on all streets in the study area. For the purposes of this scope, the CONSULTANT will collect up to twenty-two 24-hour roadway counts within the study area defined in Article I above.
- (2) Geometric data on each street in the study area will include right of way width, pavement width, lane width, sidewalk/bicycle paths, storm water drainage infrastructure, and underground utility corridors.
- (3) The existing land use of all property in the study area.
- (4) The anticipated development within the study area during the next ten years.
- (5) Any planned or programmed improvements within two (2) miles of the study area, including but not limited to, International Speedway Boulevard, Beville Road, Orange Avenue or Bellevue Avenue.

Task 2: Analysis

The analysis shall include transportation model runs for the two study years in order to determine the future transportation demands and improvements. The model selected shall be agreeable to the City and the Consultant. The model shall be loaded to identify Level of Service (LOS) points of failure as development progresses in the area. The points of failure would be considered to be LOS F. Additionally, any road segments that exceed LOS D shall be identified and corrective measures discussed. Corrective measures shall be included in the ongoing analysis and tabulated for the years 2010 and 2015.

The analysis shall also include the estimated cost of construction of any infrastructure improvements.

Task 3: Report

The report created will consist of an analysis of the existing conditions as a base year. The study will address the demands placed on the roadway network by future growth in the City and provide recommendations for roadway improvements to mitigate the increased traffic demand. An estimate of the cost of all infrastructure improvements connected with the roadway improvements shall be included in the report.

The report will identify and include in the discussion any road segments that exceed LOS D.

A draft and final report will be produced for this project. The report will include the information gathered for this project and an analysis of existing and future conditions. Recommendations shall be provided for improvements to the roadway network.

The draft report will serve as the basis for a meeting with City Officials for additional discussion and input. The final report will include the comments and conclusions reached at this meeting.

Deliverables: The CONSULTANT will prepare a technical report that will document the future needs within the study area. The report will include, at a minimum, all documentation to support the proposed recommendations (MS Word), tables quantifying the capacity-related issues as well as the estimated cost for the identified improvements (MS Excel) and graphical illustrations depicting the improvements (PDF). The CONSULTANT will submit three (3) draft copies of the report to the City for review prior to the final submittal. Upon review and receipt of comments from the City, the CONSULTANT will produce seven (7) final signed and sealed copies of the report. It is anticipated that the CONSULTANT will attend up to three (3) meetings with the City to discuss the input and results of the study.

Schedule: The CONSULTANT agrees to complete the professional services under this Work Authorization Agreement according to the following schedule:

| | |
|-------------------------|---------------------------------|
| Task 1: Data Collection | September 16, 2005 |
| Task 2: Analysis | October 14, 2005 |
| Task 3: Report | October 21, 2005 (Draft Report) |

These dates are subject to change based on the notice to proceed received by the CITY or at the discretion of the CITY. The effective completion dates are established based on a notice to proceed from the CITY on August 26, 2005.

ARTICLE III – Work Authorization Agreements: The Scope of Service for Work may be modified from time to time to provide for additional services, deletions of service, or redefinitions of services, for specific work assignments, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Work Authorizations, shall be subject to negotiation between the CITY and CONSULTANT and approval by the City Commission, the City Manager, or his designee, as described in Article II of this Contract.

ARTICLE IV – CITY’s Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, existing plans, maps, reports, studies, and data relating to the project. In addition, the CITY will provide the CONSULTANT with available future land use and development intensities expected to occur within

the study area.

ARTICLE V – Compensation: The CITY shall compensate the CONSULTANT in exchange for completed and accepted services described herein, and in the manner stipulated in “ARTICLE V – Compensation of the Contract for Professional Services- Continuing: Contract 2005-50”, in the lump sum fee amount not to exceed \$27,562.50, further described and/or itemized below.

| | | |
|--------|------------------------------|--------------|
| Task 1 | Data Collection | \$ 8,750.00 |
| Task 2 | Analysis | \$ 14,500.00 |
| Task 3 | Report | \$ 3,000.00 |
| | Reimbursable Expenses (@ 5%) | \$ 1,312.50 |
| | TOTAL | \$ 27,562.50 |

Reimbursable Expenses - The CONSULTANT shall be reimbursed for expenses incurred during the duration of the project. These expenses include blueprinting, copying and CAD plotting; long distance telephone calls; express delivery, courier and overnight delivery; and automobile mileage. Reimbursable expenses are included in the total fee and will be billed as a percent completed against the allowed amount.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate original and effective this 7th day of September, 2005.

WITNESSES:

THE CITY OF DAYTONA BEACH

Tom D. Braun
Shelby S. Stickney

By:

Yvonne Scarlett Golden
Yvonne Scarlett Golden, Mayor

Attest:

Jennifer L. Thomas
Jennifer L. Thomas, City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
CITY ATTORNEY

WITNESSES:

"GMB ENGINEERS & PLANNERS, INC."

[Signature] SENIOR VICE PRESIDENT
(Authorized Signature / Title)

By: [Signature]

By: [Signature]

Attest: [Signature]

STATE OF FLORIDA
ORANGE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, well known to me to be David W. MulHolland of GMB ENGINEERS & PLANNERS, INC. and that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of August, 2005.

Notary Public

[Signature: Gloria Terry]

Commission Expires



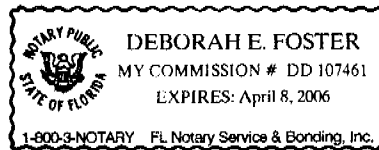
**STATE OF FLORIDA
VOLUSIA COUNTY**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared Wonne Scarlett Golden and Jennifer L. Thomas, well known to me to be the Mayor and City Clerk, respectively, of **THE CITY OF DAYTONA BEACH**, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of September, 2005.

Notary Public Deborah E. Foster

Commission Expires



APPROVED (As to form)

[Signature]
City Attorney