

**PROFESSIONAL CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE
CONTINUING SERVICES CONTRACT
0111-0740-TEDS**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and **Traffic Engineering Data Solutions, Inc.**, a Florida corporation ("CONSULTANT").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONSULTANT will provide professional civil engineering and landscape architectural services to the CITY from time to time at the direction of the CITY. Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of services that may be provided under this Contract.

All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONSULTANT during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 2. Services Must be Authorized in Writing. This Contract, in and of itself, does not require the CONSULTANT to perform any services or provide payment for services rendered by the CONSULTANT. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by CITY purchase order issued in accordance with the CITY's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern. The purchase order may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

Section 3. Basis for Payment; Fee Schedule. Each purchase order will set forth an amount for payment. Payment will be established as a not-to-exceed amount or fixed fee. In either instance the purchase order will include sufficient documentation to describe the basis on which payment has been calculated. The fees charged will be consistent with the hourly rate schedule attached hereto and incorporated herein as Exhibit B, except when the City specifically approves otherwise for a specific purchase order. Only the City Commission, or for purchase orders funded by redevelopment trust funds, the Community Redevelopment Agency governing board, is authorized to approve purchase orders that are based on a modified fee schedule.

No additional compensation will be due CONSULTANT for any reason. Except to the extent that Exhibit B specifically provides for the CITY's reimbursement of CONSULTANT's costs and expenses, CONSULTANT's shall fully bear those costs and expenses.

CONSULTANT warrants that CONSULTANT will use CONSULTANT's personnel efficiently, so that the services provided will be provided by competent persons at the approved hourly rate tier consistent with the standard for performance established herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the Exhibits, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONSULTANT submits a proper invoice. CONSULTANT must separately invoice the CITY for each purchase order. Where the purchase

order provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONSULTANT will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. Where the purchase order provides for payment to be made based on the percentage of work completed, CONSULTANT will invoice the CITY no more frequently than monthly. Where the purchase order does not provide for partial payments, CONSULTANT will invoice the CITY only upon completion of the services described in the purchase order.

(b) In order to be considered to be proper, the invoice must include all information that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where payment is not due until deliverables are provided, or reimbursement of expenses is contingent upon proof of same.

(c) The CITY shall within 30 days after receipt of an invoice notify the CONSULTANT that the invoice is improper, or pay CONSULTANT the amount due.

Section 5. Standard of Performance. CONSULTANT's services will at a minimum meet the level care and skill ordinarily used by members of CONSULTANT's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONSULTANT. CONSULTANT is an independent CONSULTANT of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent CONSULTANT, CONSULTANT will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONSULTANT agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. This Contract shall begin on the Effective Date and continue in effect until terminated as provided below.

Section 8. Termination.

(a) The CITY may by written notice to CONSULTANT terminate this Contract or any purchase order issued hereunder, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONSULTANT to fulfill its contractual obligations. Upon receipt of notice, CONSULTANT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Contract, whether completed or in process.

(b) If the termination is for the CITY's convenience, CONSULTANT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONSULTANT to fulfill its contractual obligations, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, the CONSULTANT shall be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby, unless the failure is due solely to a force majeure event as defined in this Contract.

(d) If after notice of termination for the CONSULTANT's failure to fulfill contractual obligations it is determined by the CITY or by a court of law that the CONSULTANT had not so failed, the termination

shall be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONSULTANT shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 9. Indemnification. CONSULTANT will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, 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 CONSULTANT, and CONSULTANT's officers, employees, and agents including subcontractors and other persons employed or utilized by the CONSULTANT in the performance of the contract.

Section 10. Insurance. CONSULTANT will provide and maintain at CONSULTANT's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section 10. All such insurance shall be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONSULTANT, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will 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.

(2) Liability Insurance, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONSULTANT and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) 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 in the performance of this Contract.

THE LIABILITY INSURANCE POLICIES SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Professional Liability Insurance, insuring CONSULTANT and other interests, 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 Contract. The limit of liability will be no less than \$1,000,000.

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two year reporting tail beyond the annual expiration date of the policy.

(b) Proof of Insurance. CONSULTANT will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONSULTANT will not commence work until proof of all required insurance has been filed with and approved by the CITY. CONSULTANT will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all

hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

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

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

If requested by the CITY, 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 liabilities of the CONSULTANT under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval nor failure to disapprove insurance furnished by the CONSULTANT shall relieve the CONSULTANT or its sub-consultants from responsibility to provide insurance as required by the Contract.

(c) Cancellation; Replacement Required. CONSULTANT will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONSULTANT’s prior knowledge CONSULTANT will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONSULTANT’S expense of CONSULTANT fails to do so.

(d) Termination of Insurance. CONSULTANT may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONSULTANT has received written notification from the Risk Management Division of the CITY that CONSULTANT may cancel the insurance required by this Contract 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 CONSULTANT if the request is made no earlier than two weeks before the work is to be completed.

Section 11. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
James R. Sloane, City Engineer
Public Works Engineering
950 Bellevue Ave.
Daytona Beach, FL 32114

To CONSULTANT:
Fred D. Ferrell, Chief Engineer
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, FL 32713

provided, however, that either Party may change the person or address designated for receipt of the Party’s notices, by providing written notice to the other Party.

Section 12. Personnel. In order to induce the CITY into entering this Contract, CONSULTANT represents that **Fred D. Ferrell, P.E., Project Manager** will generally perform or directly supervise the tasks assigned to CONSULTANT herein. CONSULTANT represents that CONSULTANT has or will secure at CONSULTANT’s own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 13. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

Section 14. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONSULTANT, shall be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 15. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONSULTANT.

(d) Truth in Negotiations Certificate. 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.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONSULTANT'S services under this Contract.

(f) 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 Contract 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 Contract.

(g) 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. Further, 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.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event shall promptly notify the other Party of the Event and shall use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONSULTANT. The undersigned representative of CONSULTANT represents and warrants the he or she is fully authorized to bind CONSULTANT to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The CITY's Request for Proposals # 0111-0740 and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C. This Exhibit is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

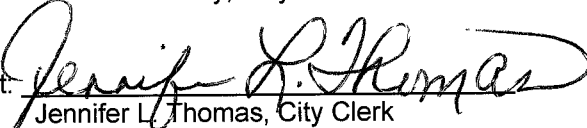
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONSULTANT

By: 
Derrick L. Henry, Mayor

By: 

Attest: 
Jennifer L. Thomas, City Clerk

Printed Name: Deanna F. Ferrell

Date: March 6, 2013
Approved as to legal form:

Title: President

Date: 1/08/2013

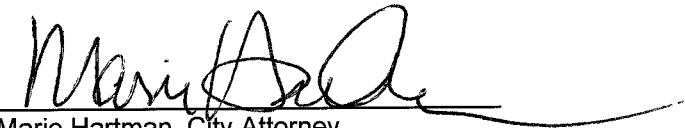
By: 
Marie Hartman, City Attorney

EXHIBIT A: SCOPE OF SERVICES

CONTINUING PROFESSIONAL CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES

Scope of Services:

The City requires civil engineering and landscape architecture services on an as-needed basis. As the need for civil engineering, including roadway and streetscape design arises, the Consultant will provide a scope of work and a fee proposal for a specific task assignment. A work authorization or purchase order will be issued by the City upon acceptance of a mutually acceptable scope of services, schedule, and fee proposal.

Projects awarded under this continuing contract will not exceed \$200,000 for studies and \$2 million in construction costs for design work.

Tasks may include but are not limited to:

- Roadway Design.
- Streetscape Design.
- Landscape Architecture.
- General Civil Engineering.
- Related coordination of certain additional services including design, surveying, structural engineering, traffic engineering, maintenance of traffic, geotechnical engineering, public outreach, local government and agency coordination, utility coordination, and environmental sciences.
- Funding/Grant Application:
 - Preparing and applying for funding and/or grants.
 - Responding to information requests.
 - Procuring, administering and closing out grants for the City's CIP projects and engineering studies.
- Bidding and construction phase services including:
 - Answer questions during the bidding process.
 - Assist in the preparation of any required addenda.
 - Attend pre-bid conference.
 - Review bids, prepare bid tabulation sheet, and make recommendation for award.
 - Attend and administer a preconstruction conference.
 - Visit the site a predetermined number of times.
 - Determine if work is proceeding in accordance with the Contract Documents.
 - Issue necessary interpretations, clarifications, and change orders as required.

- Review and recommend approval or denial of Shop Drawings, samples, and other data which contractor(s) are required to submit.
- Evaluate and determines the acceptability of substitute equipment and materials.
- Review all certificates of inspection, testing, and approvals required by laws, rules, regulations, ordinances, code orders, or the Contract Documents.
- Review and approve payment applications.
- Project closeout.
- Prepare as-built drawings.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. The expanded Scope of Services may include but is not limited to:

- Project Coordination and Administration:
 - The Consultant shall coordinate the project team, organize, and lead the kickoff meeting of the project team.
 - The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services.
 - The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of construction documents.
 - The Consultant will organize and lead public involvement and stakeholder meetings. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
 - The Consultant's work is to be performed by the key personnel at the office location identified in the proposal. Any changes to personnel will be reviewed and approved by the City in writing.
 - The Consultant will organize and lead project status meetings and supply minutes of the meetings within one week of meeting.
 - Coordination of sub-consultants services is the responsibility of the Prime Consultant including satisfactory performance and schedule.
- Design Development:
 - The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination.
 - The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations and conflicts.
 - The Consultant will work with the City's project manager and legal department to evaluate the impact of the design on adjacent properties.
 - The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawings shall include plans, elevations, and sections.

- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to the project design.
- The Consultant shall prepare complete design development plans to address revisions necessary based upon comments received during City and agency reviews.
- The Consultant shall prepare alternatives for the sequencing, planning and timing of construction, and the maintenance of traffic for consideration by the City.
- The Consultant shall prepare a statement of probable construction costs, phasing, value engineering alternatives, and viable construction methods as necessary.
- The Consultant shall prepare utility conflict sheets at 30%. The Consultant shall prepare alternatives to resolve utility conflicts and costs associated with each alternative.
- Construction Documents:
 - The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil and landscape architectural plans, and permit applications and permit drawings which are appropriate for public bidding.
 - The Consultant shall prepare a preliminary and final statement of probable project cost.
 - The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, and 90% completion for review and approval.
 - The Consultant shall coordinate and assemble technical specifications, design cover sheet and prepare an itemized bid form to be used in the bidding process.
 - The Consultant will coordinate with appropriate project team members to assure that all City-required documents are assembled as a complete bid package.
- Local Government, FDOT and Other Agency Coordination:
 - The Consultant may be responsible for coordination of their design activities with the listed groups to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction.

Deliverables will be project specific and may include, but not be limited to:

- All final reports/studies/plans shall be delivered in the form of three (3) bound Engineering Study and Recommendations Report or a bound Technical Memorandum, with signed and sealed original documents. All elements of the reports shall be provided on a CD in applicable format to include .pdf, word, .dwg and .jpg formats.

- Final construction documents and all related project correspondence, reports and permits shall be provided to the City on CD in 24" x 36".pdf, 11"x17" .pdf format and AutoCADD format and version as determined by the City.
- Final construction plan deliverables will include four (4) signed and sealed, bound sets of plans on 24" x 36" sheets, along with four sets of specifications, and one (1) set of final construction plans on 24" x 36" mylar. Specifications shall be provided in Word; bid schedules in an Excel spreadsheet and both specifications and bid schedules in pdf format.
 - Testing results will be forwarded to the City at an interval to be determined, in a bound notebook with synopsis of results and outstanding issues noted on the cover page.
 - Grant project deliverables will include all related project correspondence with the regulatory agencies, other interested parties, permits, plans, and specifications in two (2) bound Final Grant Reports suitable for grant close out by the applicable agency.
 - Administration of the grant after award and through the close out. The Consultant shall respond to all requests for additional information.
 - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in AutoCAD or the ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statutes, Chapter 177.151.
 - AutoCAD files will follow the City's AutoCAD standard format.
 - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS PowerPoint, etc.) and in the Adobe .PDF format, unless otherwise specified. This digital information is also to be provided on CDs or DVDs.

Exhibit B
City of Daytona Beach
Continuing Civil Engineering & Landscape Architecture Services

<u>Labor Category</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Chief Engineer	\$60.00	3.0	\$180.00
Senior Project Manager	\$60.00	3.0	\$180.00
Project Manager	\$48.00	3.0	\$144.00
Project Engineer / Planner	\$36.00	3.0	\$108.00
Engineer Intern	\$25.00	3.0	\$75.00
Senior Designer	\$25.00	3.0	\$75.00
Sr. Engineer Technician	\$25.00	3.0	\$75.00
Engineer Technician	\$19.00	3.0	\$57.00
Clerical	\$20.00	3.0	\$60.00

<u>Non-Labor Category</u>	<u>Rates</u>
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Reproduction:

Black & White:

8.5 x 11	\$	0.10 / sheet
11 x 17	\$	0.20 / sheet
24 x 36	\$	3.00 / sheet

Color:

8.5 x 11	\$	1.20 / sheet
11 x 17	\$	2.00 / sheet
24 x 36	\$	20.00 / sheet

Milage (travel to meetings and project sites) Current Federal Rate

Shipping / Postage Cost

Multiplier: 100% (Base Salary) + 198% (Overhead Rate) + 12% (profit) = 310% = 3.10 (capped @ 3.0)

Traffic Engineering Data Solutions, Inc.

Upham, Inc.
Hourly Rates and Multiplier
for the City of Daytona Beach
Continuing Civil Engineering and Landscape Architecture Services
RFP Bid No. 0111-0740

Personnel Category	Hourly Rate	Multiplier¹	Billing Rate²
Professional Surveyor (PSM)	\$36.40	2.75	\$100.00
Surveyor II / 1-Person Crew	\$29.10	2.75	\$80.00
2-Person Survey Crew	\$38.55	2.75	\$106.00
3-Person Survey Crew	\$45.80	2.75	\$126.00
Survey CAD Technician II	\$20.00	2.75	\$55.00
Principal Engineer (PE)	\$58.00	2.75	\$160.00
Professional Engineer II (PE)	\$43.65	2.75	\$120.00
Civil Engineer II	\$32.75	2.75	\$90.00
Civil Engineer I / CAD Designer	\$25.50	2.75	\$70.00
Engineer CAD Technician II	\$20.00	2.75	\$55.00
Engineer CAD Technician I	\$15.25	2.75	\$42.00
Administrative / Clerical	\$13.80	2.75	\$38.00

Notes:

¹ Multiplier rate based on internal audit of firm overhead including 10% profit

² Billable rate rounded to nearest whole dollar

ZC 11040

City of Daytona Beach - Continuing Civil Engineering and Landscape Architecture Services

Contract 0111-0740

<u>Category of Employee</u>	<u>Hourly Rate</u>	<u>Multiplier*</u>	<u>Billable Rates</u>
Department Director	\$42.00	3.0	\$126.00
Senior Planner	\$40.00	3.0	\$120.00
Senior Biologist/ Environmental Scientist	\$36.00	3.0	\$108.00
Registered Landscape Architect	\$36.00	3.0	\$108.00
Environmental Scientist II	\$28.00	3.0	\$ 84.00
Landscape Architect II	\$28.00	3.0	\$ 84.00
Planner II	\$28.00	3.0	\$ 84.00
Environmental Scientist I	\$25.00	3.0	\$ 75.00
Landscape Architect I	\$23.00	3.0	\$ 69.00
Planner I	\$23.00	3.0	\$ 69.00
Senior CADD Technician	\$25.00	3.0	\$ 75.00
Certified Arborist	\$25.00	3.0	\$ 75.00
Landscape Designer	\$20.00	3.0	\$ 60.00
Biological Technician	\$15.00	3.0	\$ 45.00
Senior Clerical	\$15.00	3.0	\$ 45.00
Clerical	\$13.00	3.0	\$ 39.00

*Multiplier includes overhead and 10% profit.

**Composite Exhibit C, consisting of the RFP and Proposal,
is on file in the Office of the City Clerk**