

CONTRACT No. 1308-1632-GAI
CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER PLANT FACILITY DESIGN

This Contract is made and entered into on the date appearing on the last page hereof, 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 **GAI Consultants, Inc.**, a Florida corporation, hereinafter referred to as the CONSULTANT.

WHEREAS, the CITY intends to obtain continuing professional engineering services as defined in the Request for Qualifications attached as Exhibit A; and

WHEREAS, the CITY desires these continuing services to be obtained in accordance with all local, State and Federal laws, any foundation grants received, the Florida Administrative Code, and CITY purchasing requirements, and

WHEREAS, CONSULTANT is willing to provide the services in accordance with the provisions of this Contract.

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

ARTICLE I – Definition of Understanding: This Contract defines all items of responsibility and are the basis of understanding between the parties. No oral understanding or agreement exists for performing the Scope of Services as set forth herein.

ARTICLE II –Scope of Services: The Scope of Services to be provided from time to time by the CONSULTANT pursuant to this Contract is described in the Request for Qualifications attached hereto and incorporated herein as Exhibit A

ARTICLE III – Work Authorizations: All work to be performed shall be in accordance with one or more written Work Authorizations to be issued from time to time as deemed necessary by the CITY and as agreed to by CONSULTANT. All Work Authorizations shall (i) set forth the specific services called for, including a milestone chart or table, and the payment amount, (ii) be identified on its face with reference to this Contract, and (iii) be executed by a duly authorized representative of CONSULTANT (iv) shall otherwise be consistent with, and (v) be deemed to fully incorporate all of the provisions of this Contract. Attached hereto as Exhibit B is a sample work authorization form for use when the amount of compensation requires City Commission approval under the CITY's Purchasing ordinances and regulations. In those instances in which City Commission approval is not required, standard CITY forms such as purchase orders may be used.

ARTICLE IV – CITY’S Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the project. The CITY will establish a project management team to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

ARTICLE V – Compensation: Compensation for the specific services to be provided will be set forth in written Work Authorizations. Each Work Authorization shall be stated to be either Lump Sum or Not to Exceed. Regardless of whether compensation is Lump Sum or Not-to-Exceed, each Work Authorization shall include as an attachment, a fee proposal providing a detailed breakdown of estimated man-hours by task and discipline. The breakdown must be reflective of the Schedule of Approved Labor Rates, attached hereto and incorporated herein as Exhibit C. The fee proposal must also provide a detailed estimate of reimbursable expenses. The compensation provided for in the Work Authorization shall be inclusive of reimbursable expenses.

Where the CITY approves the CONSULTANT's use of sub-consultants to perform a portion of the work is approved, the fee proposal must include a detailed breakdown of the sub-consultants' estimated man-hours by task and discipline; the proposed rates must be consistent with the Schedule of Approved Labor Rates, if applicable; and the hourly rates provided for such sub-consultants must not include a mark-up for the benefit of the CONSULTANT.

ARTICLE VI – Method of Payment: For each Work Authorization, 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 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. The CITY shall pay monthly progress invoices based upon the CITY'S review and approval of the Work.

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 appended Work of this Contract shall be negotiated to the satisfaction of both parties, with final authorization being subject to CITY approval.

ARTICLE VII –Termination of Contract or Work Order:

A. Each party shall have the right to cancel and terminate this Contract without cause, upon thirty (30) days written notice to the other party. Upon the expiration of such thirty (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. In case or in the event this Contract shall be canceled as herein provided, the CITY will pay unto the CONSULTANT all amounts

earned and due under the terms hereof as of date of cancellation. The CONSULTANT agrees that upon receipt of full payment, all documents will immediately be transmitted to the CITY for the CITY'S use in accordance with the terms of this Contract.

B. The CITY shall have the right to cancel a Work Authorization without cause upon 30 days notice to the other party, and in such instance, the CONSULTANT shall cease work. Cancellation of a Work Authorization shall not affect any other Work Authorizations then in effect.

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 use of documents and drawings or other work products, on projects other than the project for which such documents and drawings or other work products have been provided by CONSULTANT.

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 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.

ARTICLE XII – Indemnification: CONSULTANT shall indemnify and hold harmless The CITY and the CITY's 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 intentional wrongful misconduct of the

CONSULTANT and other persons employed or utilized by the CONSULTANT 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 a form and from companies satisfactory to the CITY.

A. 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.

B. Liability Insurance:

i. 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.

ii. Automobile Liability Insurance

Automobile 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 Contract.

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.

iii. Professional Liability Insurance

Professional Liability Insurance insuring the 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 of Professional Liability Insurance shall be no less than \$1,000,000.

C. Proof of Insurance

The CONSULTANT shall furnish proof of insurance acceptable to the CITY prior to or at the time of execution of the Contract and the CONSULTANT shall not commence work under this Contract until he has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the CITY, nor shall the CONSULTANT allow any sub-consultant to commence work on its subcontract until similar insurance required of the sub-consultant 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.

D. Termination of Insurance

The CONSULTANT may not cancel the insurance required by this Contract 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 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 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 – Third Parties: Nothing contained in this Contract 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 Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against the CONSULTANT because of this Contract or the performance or nonperformance of services hereunder.

ARTICLE XVI – Sub-consultants: CONSULTANT shall not engage any Sub-consultants without the prior written approval of the CITY.

ARTICLE XVII – Notices: All notices, requests, demands and other communications required under this Contract shall be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If to CITY:

Mitt Tidwell
City of Daytona Beach Utilities Director
3651 LPGA Blvd.
Daytona Beach, FL 32124
Fax: (386) 671-8815

If to CONSULTANT:

Gerald C. Hartman, P.E.
Vice President - GAI CONSULTANTS, Inc.
301 E. Pine St. - Suite 1020
Orlando, Fla. 32801
Fax: 407-843-1070

ARTICLE XVIII – Miscellaneous:

A. Each Party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.

B. Failure by either Party or both Parties to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

C. Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.

D. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Jurisdiction and venue of action between the parties shall be in the state court of the Seventh Judicial Circuit, Volusia County, Florida.

E. In performing the services provided for herein, CONSULTANT is an independent contractor and not an employee of the CITY.

F. CONSULTANT warrants that all of the work to be performed by CONSULTANT in accordance with this Contract shall be done in a professional manner, in accordance with industry practices.

G. The undersigned representative of CONSULTANT affirms that in executing this Contract on behalf of CONSULTANT, he or she is fully authorized to bind CONSULTANT to the terms and conditions herein set forth.

The balance of this page
intentionally left blank

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate original this 5th day November, 2008.

WITNESSES:

Bobbie Yarbrough
Printed Name: Bobbie Yarbrough

Pamela J. Fearn
Printed Name: Pamela J. Fearn

THE CITY OF DAYTONA BEACH

By: Glenn S. Ritchey
Glenn S. Ritchey, Mayor

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

WITNESSES:

Sean Valadez
Printed Name: Sean Valadez

Karen Schensen
Printed Name: Karen Schensen

GAI Consultants, Inc.

By: Gerald C. Hartman
Printed Name/Title: Vice President
Gerald C. Hartman

Approved as to legal form:

By: Marie Hartman
Marie Hartman, City Attorney

REQUEST FOR QUALIFICATIONS

**CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE WATER
AND WASTEWATER PLANT FACILITIES DESIGN**

FOR

THE CITY OF DAYTONA BEACH, FLORIDA

RFQ NO.: 1308-1632

Issue Date: May 28, 2008

Opening Date: June 11, 2008

REQUEST FOR QUALIFICATIONS
1308-1632

**CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE WATER
AND WASTEWATER PLANT FACILITIES DESIGN**

INVITATION

The City of Daytona Beach, Florida, in compliance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes), is seeking one or more qualified Consultants to provide Continuing Professional Engineering Services for Potable Water and Wastewater Plant Facilities Design for The City of Daytona Beach, Florida.

Firms interested in providing these services may obtain a copy of the Request for Qualifications from:

Joanne Flick, CPPO, CPPB
Purchasing Agent
301 S. Ridgewood Ave., Room 146
P.O. Box 2451
Daytona Beach, FL 32115-2451
(386) 671-8082
purchasing@codb.us

One clearly marked original and seven (7) copies of the Statement of Qualifications (SOQ) must be submitted no later than 2:00 P.M., June 11, 2008 to:

Joanne Flick, CPPO, CPPB
Purchasing Agent
301 S. Ridgewood Ave., Room 146
Daytona Beach, FL 32114

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

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA

By: Joanne Flick, CPPO, CPPB
Purchasing Agent
Issued: May 28, 2008

STATEMENT OF PURPOSE

The City of Daytona Beach is seeking a qualified consultant(s) to perform Continuing Professional Engineering Services for Potable Water and Wastewater Plant Design for The City of Daytona Beach, in accordance with the attached scope of services.

INSTRUCTIONS TO PROPOSERS

1. Inquiries concerning this proposal should be directed to Joanne Flick at (386) 671-8082.
2. Consultant Statements of Qualifications (SOQ) must be submitted in one clearly marked bound original and seven bound (7) copies no later than 2:00 p.m., June 11, 2008. Please note, three ring binders are not acceptable.
3. Statement of Qualifications (SOQs) shall be addressed to:

Joanne Flick, CPPO, CPPB, Purchasing Agent
The City of Daytona Beach
Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, FL 32114
4. Proposers must indicate on their SOQ envelope the following:

Request for Qualifications Number – 1308-1632
Date of Opening – June 11, 2008
Name of Proposer
Return Address of the Proposer
5. The time and date for receipt of SOQs will be strictly observed. The City shall not be responsible for late deliveries or mail delays. The time/date stamp/clock in the Purchasing Division shall serve as the official authority to determine timeliness of the SOQ.
6. SOQs received after the specified time and date shall be returned unopened. On the due date specified above, all SOQs will be opened publicly and the names of all Proposers shall be read aloud.
7. Any SOQs may be withdrawn until the date and time set above for the submission of the SOQs.
8. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of SOQs.

9. Costs of preparation of a response to this Request for Qualifications are solely those of the Proposer and the City assumes no responsibility for any such costs incurred by the Proposer.
10. No interpretation of this Request for Qualifications or any other Contract documents will be made to any Proposer orally. Every request for interpretation should be in writing addressed to Joanne Flick, CPPO, CPPB at fax number (386) 671-8085 or emailed to purchasing@codb.us. To be given consideration, such requests must be received by June 4, 2008.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be mailed to all prospective Proposers. A copy may be obtained by the Proposer or his/her representative at the Purchasing Division, City of Daytona Beach City Hall, 301 S. Ridgewood Ave., Room 146, Daytona Beach, FL 32115 or via email to purchasing@codb.us. Failure of any Proposer to obtain any such addendum shall not relieve said Proposer from any obligation under the SOQ as submitted. All addenda so issued shall become part of the Contract Documents and Proposer shall acknowledge receipt in their SOQ.

11. All SOQs must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the SOQ shall be signed in the name of the firm by one or more of the partners.

When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the SOQ as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida along with the SOQ. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the SOQ.

12. Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.
13. The Proposer understands that this SOQ does not constitute an agreement or Contract with the Proposer.
14. Any Proposer who submits in its SOQ to the City any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

15. **DRUG FREE WORKPLACE:** The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
16. **LAWS AND REGULATIONS:** The Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal and City ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the solicitation and Contract throughout, and they will be deemed to be included in the solicitation/Contract the same as though herein written.
17. **INSURANCE:** The awarded Consultant shall purchase and maintain the types and amounts of insurance specified in Article XIII of the Contract, a draft of which is attached to this RFP. prior to commencing work.
18. **INDEMNIFICATION:** The Consultant shall comply with the indemnification provisions specified in Article XII of the Contract.
19. **OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.):** In instances where such is applicable due to the nature of the matter with which this SOQ is concerned, all material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposer's signature upon the SOQ being by this reference considered a certification of such fact.
20. The Proposer should be aware that the City of Daytona Beach has Women and Minority Business Enterprise (MBE / WBE) requirements.
21. **CIVIL RIGHTS:** Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
22. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.170 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
23. **LICENSING REQUIREMENTS:** Proposer shall supply copies of appropriate license(s), with expiration dates, as part of their SOQ. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for

rejection of the SOQ. Licenses shall be in the Proposer's name as it appears on the SOQ. Proposer shall supply copies of appropriate licenses showing the qualifying agent and expiration dates, as part of their SOQ. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the SOQ.

24. REFERENCES: The contact person(s) listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
25. The City reserves the right to accept or reject any or all SOQs that it may in its sole discretion deem non-responsive, to waive technicalities, or to accept the SOQ that, in its sole judgment, is most advantageous and best serves the overall interest of the City.
26. By submission of a SOQ, the Proposer agrees that all costs associated with the preparation of his/her SOQ will be the sole responsibility of the Proposer. The Proposer also agrees that the City bears no responsibility for any costs associated with the preparation of the SOQ and/or any administrative or judicial proceedings resulting from the solicitation process.
27. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
28. SOQs shall be organized to conform to the following evaluation criteria. Include a transmittal letter. The transmittal letter shall be placed on the Proposer's letterhead and signed by the party responsible for the contents of the application package. In addition, the Proposer's transmittal letter shall express interest in being considered for this Professional Consulting Services continuing contract and shall clearly identify the individual authorized to negotiate and bind the applicant, if different than the principal contact. All SOQs shall include the following as part of the proposal transmittal letter:

"The undersigned has read The City of Daytona Beach's Request for Qualifications for "Continuing Professional Engineering Services for Potable Water and Wastewater Plant Facility Design". On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. WE

HAVE READ, ACKNOWLEDGE, AND ACCEPT THE TERMS ON WHICH THE REQUEST FOR QUALIFICATIONS IS OFFERED WHICH ARE FULLY INCORPORATED BY REFERENCE INTO THIS LETTER."

29. **WEIGHTED CRITERIA:** The Statement of Qualifications shall be organized to generally conform to the following, as these will constitute the basis of evaluation. Each criteria will be scored between 1 and 5, unless otherwise noted, 1=Poor, 2=Below Average, 3=Average, 4=Above Average, 5=Excellent. The score multiplied by the criteria weight for the weighted score; weighted scores will be totaled for the total weighted score.

- a. **The firm's** related treatment plant facility design project experience and performance. Provide five (5) most recent projects. Do not to exceed five pages. Provide date of engagement and name and telephone number of client. **(30 points)**
- b. **Project team**, exclusive of the Project Manager, who will be assigned to provide the requested services, with proposed key personnel identified, including brief resumes.

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. **(25 points)**

- c. **Project Manager's** demonstrated experience with similar water and wastewater plant facilities projects. The Project Manager must be a Professional Engineer registered in the State of Florida. **(25 points)**
- d. Indicate who will be responsible for **satisfactory completion** of the projects. 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. Include an organizational chart. **(10 points)**
- e. **Location** of responsible office assigned responsibility for the project. Indicate location (including city, county and state) where the prime consultant's project team is located. If different elements of the work will be performed at different locations, identify those locations and the work expected to be performed at those locations. List office location(s) (including city, county and state) of sub-consultants anticipated to perform work under this contract. **(5 points)**
- f. **Volume of work** previously awarded by The City of Daytona Beach to the consultant as both a prime and as a sub-consultant during the previous five (5) years from the date of the proposal opening. Include award month and

year, award amount, and the contract, PO or work authorization description.
(5 points)

30. SELECTION PROCESS

For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State professional design consultant procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail formal requests for proposals to interested Consultants.
- b. The City's Selection Committee will review, rank, and shortlist all SOQs received by the established deadline for submission. Oral presentations by the selected Proposers to clarify their proposals may be required. These presentations will serve to explain implementation techniques integral to their written proposal. Subsequent to the receipt of SOQs, the City may schedule a time for each requested oral presentation at a place convenient to the City subsequent to the receipt of SOQs.
- c. The City's Selection Committee will then rank each SOQ and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the selected firm. Should the Project Manager be unable to negotiate a satisfactory contract with the firm considered to be most qualified, the City Manager, or designee, shall terminate such negotiations with that firm and begin negotiations with the next most qualified firm and so on until negotiations are successful.
- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission, executed by the Mayor and City Clerk, and approved by the City Attorney. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

**Request for Statements of Qualifications for Professional Engineering Services
for Potable Water and Wastewater Plant Facilities Design**

Scope of Services:

The City operates one 24 MGD Potable Water Treatment Plant, one 13 MGD Advanced Wastewater Treatment Plant and one 15 MGD Advanced Wastewater Treatment Plant. The City will engage one or more professional engineering consultants to provide design services for the purpose of maintaining, upgrading and expanding the water and wastewater treatment plant facilities. These projects will be of various types and may include, but are not be limited to:

- Upgrade ultraviolet disinfection facilities at the Westside Regional Wastewater Treatment Facility to allow 100% reuse at peak flows.
- Redesign a diffused air system for the Stage 5 of the Westside Regional Wastewater Treatment Facility to allow better dissolved oxygen control for nutrient removal.
- Redesign a diffused air system for the Stage 3 of the Westside Regional Wastewater Treatment Facility to allow better oxygen uptake for nutrient removal.
- Design a chemical feed system for nutrient control at the Westside Regional and the Bethune Point Wastewater Treatment Facilities.
- Design a fuel station to replace the existing station at the Utilities Department Complex.
- Rectify deficiencies identified by the Asset Evaluation Project at all three facilities. These will be mechanical or operational.
- Evaluate and redesign the headworks at both the Wastewater Treatment Facilities.
- Evaluate and redesign the sludge transfer from the Bethune Point to the Westside Regional Wastewater Treatment Facility.
- Redesign a hazardous material storage facility at the Bethune Point Treatment Facility and the Brennan Water Treatment Facility.
- Evaluate and design a 3 MGD Reverse Osmosis Facility at the Brennan Water Treatment Facility.
- Evaluate and design the lime sludge dewatering process at the Brennan Water Treatment Facility.
- Assist with any changes in Federal, State, or Local regulations.

Consultants shall be knowledgeable in permitting requirements of local, state and federal agencies. Consultants should have the capability to quickly respond to any emergency situation. There may be related coordination of certain additional services, dependent on specific project needs. These additional services may include landscape architecture design, surveying, structural engineering, 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.

The successful consultant(s) will work closely with the City's Utilities Department. As the need for assistance with a water or wastewater treatment plant facility project 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 submittal 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.

This continuing contract is issued for work of a specified nature, i.e., pump station design, pursuant to Florida Statute 287.055.

CITY OF DAYTONA BEACH CONTRACT NO: 1308-1632-GAI
Work Authorization No. [insert]

This Work Authorization No. [insert] establishes the Scope of Services and Compensation for specific work to be performed by **GAI Consultants, Inc.** ("Consultant") under CODB Contract No. **1308-1632**.

1. The Scope of Services to be provided by **GAI Consultants, Inc.** consists of the following:

[insert text or reference exhibit]

2. Compensation.

3. The provisions of this Work Authorization No. [insert] are subject to all terms and conditions of the above-referenced Contract.

IN WITNESS WHEREOF, the parties have caused this Work Authorization executed this ____ day of _____, 20____.

WITNESSES:

Printed Name: _____

Printed Name: _____

WITNESSES:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

Approved as to legal form:

By: _____

Marie Hartman, City Attorney

THE CITY OF DAYTONA BEACH

By: _____

Glenn S. Ritchey, Mayor

Attest: _____

Jennifer L. Thomas, City Clerk

GAI Consultants, Inc.

By: _____

Printed Name/Title: _____

[same person who executed the contract]

EXHIBIT C

2008 SCHEDULE OF APPROVED HOURLY RATES

**CONTRACT FOR PROFESSIONAL SERVICES – CONTINUING
ENGINEERING SERVICES FOR POTABLE WATER AND WASTEWATER PLANT DESIGN**


CODB CONTRACT NO.: 1308-1632-GAI

THE CITY OF DAYTONA BEACH
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
RFQ 1308-1630, 1631 & 1632

2008 Hourly Rate Schedule
GAI Consultants, Inc

Breakeven Multiplier = (indirect labor + general admin + fringe benefits + overhead) = 1.6377
Total Breakeven Cost = (1.6377 x 1.00 (direct labor cost)) + 1.00 (direct labor cost) = 2.6377
Total Acceptable Multiplier = (2.6377 x 1.1 (acceptable profit margin)) = 2.9015

Position	Actual Hourly Rate	Average Category Rate	Category Rate * TAM
Engineering/Design Staff			
Principal Engineer			200.00
Sr. Consultant		62.54	181.45
	68.50		
	62.00		
	62.00		
	60.10		
	60.09		
Certified Public Accountant	55.00		159.58
Sr. Professional Engineer		54.50	158.13
	55.00		
	54.00		
Professional Engineer/ Production Manager/ Sr. Constr. Mgr.		44.06	127.84
	48.55		
	45.75		
	45.00		
	42.07		
	42.00		
	41.00		
Consultant/ Sr. Designer/ Const. Eng.		35.53	103.08
	39.90		
	39.50		
	38.50		
	36.50		
	36.06		
	33.50		
	33.50		
	26.75		
Engineer/ Funding Specialist		31.01	89.98
	45.00		
	31.00		
	24.04		
	24.00		
Finance Analyst/ MBA		30.58	88.71
	40.00		
	21.15		
Designer/ Sr. Cad		28.72	83.33
	31.50		
	30.75		
	28.00		
	27.35		
	26.00		
Project Support		25.25	73.26
	26.50		
	24.00		
Junior Designer/GIS Specialist		23.85	69.20
	25.70		
	22.00		
Engineering Assistant		13.18	38.25
	15.30		
	14.00		
	10.25		
2-Person Survey Crew			116.64
Party Chief II	23.70		68.77
Sr Survey Technician	16.50		47.87
3-Person Survey Crew			163.79
Party Chief II	23.70		68.77
Sr Survey Technician	16.50		47.87
Instrument Person	16.25		47.15


Richard A. Cima, Vice President

THE CITY OF DAYTONA BEACH
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER PLANT FACILITIES DESIGN
RFQ 1308-1632

2008 Hourly Rate Schedule
Nodarse & Associates, Inc.

The following schedule provides an hourly rate for the category of employee likely to be engaged in a work assignment under this Contract for the City of Daytona Beach:

CATEGORY OF EMPLOYEE	AVERAGE RAW LABOR RATES	TOTAL ACCEPTABLE MULTIPLIER	HOURLY RATE
Engineering			
Principal	\$66.66	3.0	\$199.98
Senior Engineer/Geologist	\$48.56	3.0	\$145.68
Project Manager/Senior Scientist	\$30.55	3.0	\$91.65
Project Engineer/Geologist/Scientist	\$25.75	3.0	\$77.25
Staff Engineer/Geologist/Scientist	\$24.50	3.0	\$73.50
Chief Environmental Technician	\$25.50	3.0	\$76.50
Sr. Engineering/Environmental/ Threshold Technician	\$18.63	3.0	\$55.89
Engineering/Environmental Technician	\$13.65	3.0	\$40.95
Senior CADD Technician	\$23.47	3.0	\$70.41
Secretary/Clerical	\$16.97	3.0	\$50.91

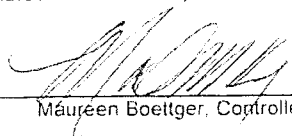
Statement: The following multiplier is derived from the 2007 Audited Financial Statement for Nodarse & Associates, Inc. Advertising, bad debt, capital cost of money, contributions, donations, and entertainment expenses are not included in overhead calculations.

- | | |
|---|--------------|
| 1. Indirect Labor + General Administrative + Fringe Benefits + Overhead Costs | \$14,009,773 |
| 2. Direct Labor Cost | \$ 6,625,741 |
| 3. Breakeven Multiplier for Non-Direct Labor Cost = (Line 1/Line 2) | 2.11 |
| 4. Total Breakeven Cost = (Line 2 x Line 3) + Line 2 | \$20,606,055 |
| 5. Total Acceptable Multiplier = (Line 4 x 1.10)/Line 2 | 3.42 |

Total Acceptable Multiplier (TAM) Limited by Contract.....3.0

Affidavit: I hereby certify that the raw labor rates listed for Nodarse & Associates, Inc. employees in this Exhibit B are true and accurate. Raw labor rates are a verifiable mid-range average as of June, 2008. The profit for services shall not exceed 10% and the TAM shall not be greater than 3.0.

Nodarse & Associates, Inc.

By 
Maureen Boettger, Controller

REIMBURSABLE EXPENSES

Binders	\$1.00
Blueprint	\$1.95
Copies BW 11" x 17"	\$0.09
Copies BW 24" x 36fit	\$2.20
Copies BW 8.5" x 11"	\$0.06
Color Copies 11" x 17"	\$0.20
Color Copies 8.5" x 11"	\$0.15
Travel per mile	(current I.R.S. rate)
Plotter- Bond	\$0.80
Plotter- Mylar	\$3.00
Plotter- Vellum	\$1.00
Resident Eng. Equip	\$19.00