

**CONTRACT No. 2006-21**  
**CONTRACT FOR CONTINUING PROFESSIONAL CIVIL AND ENVIRONMENTAL**  
**ENGINEERING SERVICES**

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 **Zev Cohen & Associates, Inc.**, a Florida Corporation, authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the CONSULTANT.

WHEREAS, the CITY intends to obtain professional Civil and Environmental Engineering services as defined in the Request for Proposals attached as Exhibit A.

WHEREAS, the CITY desires the services, as defined in the Request for Proposals and the negotiated Scope of 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, the CITY has duly advertised for proposals from consultants desiring to provide such services; and

WHEREAS, the CITY'S Selection Committee has recommended that the CITY enter into negotiations with the CONSULTANT for purposes of securing a contract for Civil and Environmental Engineering services; and

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an agreement has been reached for a Contract for Professional Civil and Environmental Engineering Services subject to final approval by the City Commission and by the City Attorney as to legal form.

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

**ARTICLE I – Definition of Understanding:** This Contract and all subsequent Work Authorizations define 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 by the CONSULTANT is defined in the Request for Proposals attached hereto (Exhibit A).

**ARTICLE III – Work Authorizations:** Specific Work Authorizations, as deemed necessary by the CITY may be issued in accordance with the terms of this Contract. Work Authorizations shall be clearly described, subject to negotiation between the CITY

and the CONSULTANT, and approved by the City Commission, the City Manager, or his designee using the format attached as Exhibit B, Work Authorization.

**Changes to Work Authorizations:** Work Authorizations may be modified from time to time to provide for additional services, deletions of service, or redefinitions of services within the Scope of Services, by written Contract amendment, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Contract amendments shall be clearly described, subject to negotiation between the CITY and the CONSULTANT, and approved by the CITY.

**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 are identified and defined in Work Authorizations and represent the total compensation for all services, equipment and work products to be provided by the CONSULTANT for the Work Authorization.

Fees for Work Authorizations will be either Lump Sum, or Hourly Rate with a Budget Estimate, whichever is approved.

#### **Lump Sum:**

A Lump Sum fee constitutes the total cost for the work performed pursuant to a Work Authorization, and will be negotiated prior to the start of CONSULTANT'S services, generally with an allowance for reimbursable expenses associated with the 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.

#### **Hourly Rate with a Budget Estimate**

CONSULTANT Services may be performed on an hourly basis with a budget estimate in accordance with the Fee Schedule attached as Exhibit C. The Fee Schedule contains the rates for the CONSULTANT and Sub-Consultant(s). Hourly Rate with a Budget Estimate fees shall be based upon actual hourly wages paid to CONSULTANT'S professionals, times a multiplier of 3.00 for services rendered by employees assigned to the project. Reimbursable expenses associated with the Work Authorization shall be invoiced to the CITY at the actual cost incurred by the CONSULTANT. The not-to-exceed budget estimate shall be negotiated prior to the start of CONSULTANT'S services. The budget estimate can be exceeded only upon written amendment to the Work Authorization.

CONSULTANT agrees that the hourly rates used to determine charges for employees rendering services to the CITY pursuant to the Work Authorization shall not exceed the hourly rates shown in the schedule attached hereto as Exhibit C throughout the duration of the Work. The rates listed in the schedule shown in Exhibit C may be modified to compensate for CONSULTANT'S salary adjustments for subsequent Work Authorizations as approved by the CITY.

**SUB-CONSULTANT(S):**

The cost of services and reimbursable expenses for SUB-CONSULTANT(s) required for a Work Authorization and employed by the CONSULTANT shall be negotiated as an element of the Lump Sum fee for the Work Authorization. All such SUB-CONSULTANT(s) proposed shall be named by the CONSULTANT at the time the Lump Sum fee is negotiated. No other SUB-CONSULTANT(s) shall be used on the Work Authorization unless and until approved by the CITY. Nothing contained herein shall be deemed to preclude the CITY from contracting for the services of SUB-CONSULTANT(s) directly with the provider of such services.

When SUB-CONSULTANT(s) are engaged for an Hourly Rate with a Budget Estimate, the CONSULTANT will invoice the CITY for the work provided by the SUB-CONSULTANT at the actual fee invoiced by the SUB-CONSULTANT.

**ARTICLE VI – Method of Payment:** 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 – Term of Contract; Termination:** The Work shall be completed in accordance with the milestone schedule attached to and made part of the Work Authorization.

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 terminate this Contract without cause, 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 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.

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 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.

**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:** 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 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 Agreement. 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.

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intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original this 15 day August, 2008, effective as of the 15 day of August, 2008.

**WITNESSES:**

[Signature]

[Signature]

**THE CITY OF DAYTONA BEACH**

By: [Signature]  
Glenn S. Ritchey, Mayor

Attest: [Signature]  
Jennifer Thomas, City Clerk

**WITNESSES:**

[Signature]

[Signature]

**ZEV COHEN & ASSOCIATES, INC.**

By: [Signature]  
(name typed) Samuel C. Hamilton

Attest: [Signature]

Approved as to legal form

[Signature]  
Marie Hartman, City Attorney



STATE OF FLORIDA

VOLUSIA COUNTY

I HEREBY CERTIFY that on this 15TH day of August, 2008 before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **GLENN RITCHEY** and **JENNIFER 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 witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

Notary Public

Deborah L. Griffith

My commission expires on:



STATE OF Florida

COUNTY OF Volusia

I HEREBY CERTIFY that on this 23rd day of June before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Samuel C. Hamilton and M. Dwight Dugout, well known to me to be the Vice President and President of Zev Cohend Associates, Inc. and that he/she executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Notary Public

Kim M. Unrue

My commission expires on: 12/25/2010



KIMBERLY M. UNRUE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD624833  
EXPIRES 12/25/2010  
BONDED THRU 1-888-NOTARY1

**EXHIBIT A**

**REQUEST FOR PROPOSALS**

**REQUEST FOR STATEMENTS OF QUALIFICATIONS**

PROFESSIONAL CONSULTING SERVICES – CONTINUING CONTRACT

FOR

THE CITY OF DAYTONA BEACH  
DAYTONA BEACH, FLORIDA

PROPOSAL NO.: 2006-21

Prepared By

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

May 13, 2006

**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: ELECTRICAL, STRUCTURAL, MECHANICAL, CIVIL, GEOTECHNICAL, MARINE, ENVIRONMENTAL and ROOF ENGINEERING; LAND SURVEYING and UNDERGROUND UTILITY LOCATION SERVICES. Consultants may provide qualifications for any or all of these professional services.

Persons interested in providing these services may obtain a "REQUEST FOR QUALIFICATIONS NUMBER: 2006-21, 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

One (1) clearly marked original and seven (7) copies of the proposal must be submitted no later than 2:00 P.M., June 15, 2006 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: ELECTRICAL ENGINEERING; STRUCTURAL ENGINEERING; MECHANICAL ENGINEERING; CIVIL ENGINEERING; GEOTECHNICAL ENGINEERING; MARINE ENGINEERING; ENVIRONMENTAL ENGINEERING; ROOF ENGINEERING, LAND SURVEYING; UNDERGROUND UTILITY LOCATION SERVICES. Consultants may provide qualifications for any or all of these professional services.

### **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: Electrical, Structural, Mechanical, Civil, Geotechnical, Marine, Environmental, and Roof engineering design, Land Surveying and Underground Utility Location Services 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.

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; electrical, structural mechanical, civil, geotechnical, marine, environmental, roof engineering, land surveying, underground utility location 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 Jeff Gilbert P.E., Deputy City Engineer at 386.671.8619.
2. One clearly marked original and seven (7) copies of the Qualifications Package must be submitted no later than 2:00 p.m., June 15, 2006 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: 2006-21, 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.

**EXHIBIT B**

**WORK AUTHORIZATION FORMAT**

**CITY OF DAYTONA BEACH CONTRACT NO: [insert]**  
**Work Authorization No. [insert]**

This Work Authorization No. [insert] establishes the Scope of Services and Compensation for specific work to be performed by [insert name] ("Consultant") under CODB Contract No. [insert]

1. The Scope of Services to be provided by [insert name], 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:**

**THE CITY OF DAYTONA BEACH**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

**WITNESSES:**

[insert name]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_  
*[same person who executed the contract]*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Approved as to legal form:**

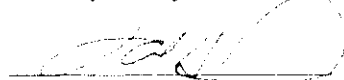
By: \_\_\_\_\_  
Marie Hartman, City Attorney

**EXHIBIT C**  
**FEE SCHEDULE**

**City of Daytona Beach Continuing Engineering Services**  
**Contract 2006-21**  
**July 25, 2008**

<b><u>Category of Employee</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Multiplier</u></b>	<b><u>Billable Rates</u></b>
Principal	\$45.00	3.0	\$135.00
Department Director	\$42.00	3.0	\$126.00
Senior Professional Engineer	\$40.00	3.0	\$120.00
Senior Planner	\$40.00	3.0	\$120.00
Senior Biologist/Environmental Scientist	\$36.00	3.0	\$108.00
Professional Engineer	\$36.00	3.0	\$108.00
Registered Landscape Architect	\$36.00	3.0	\$108.00
GIS Analyst	\$36.00	3.0	\$108.00
Project Manager	\$40.00	3.0	\$120.00
Senior Designer	\$30.00	3.0	\$90.00
Engineer II	\$30.00	3.0	\$90.00
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
GIS Specialist	\$28.00	3.0	\$84.00
Engineer I	\$25.00	3.0	\$75.00
Environmental Scientist I	\$25.00	3.0	\$75.00
Designer	\$23.00	3.0	\$69.00
Landscape Architect I	\$23.00	3.0	\$69.00
Planner I	\$23.00	3.0	\$69.00
CADD Manager	\$30.00	3.0	\$90.00
Senior CADD Technician	\$25.00	3.0	\$75.00
CADD Technician	\$22.00	3.0	\$66.00
Construction Administration Manager	\$28.00	3.0	\$84.00
Construction Administration Technician	\$21.00	3.0	\$63.00
IT Manager	\$25.00	3.0	\$75.00
Certified Arborist	\$25.00	3.0	\$75.00
Landscape Designer	\$20.00	3.0	\$60.00
Engineering Technician	\$18.00	3.0	\$54.00
Biological Technician	\$15.00	3.0	\$45.00
Technical Assistant	\$15.00	3.0	\$45.00
Senior Clerical	\$15.00	3.0	\$45.00
Clerical	\$13.00	3.0	\$39.00

I hereby certify that the above rates are true and accurate as of the above mentioned date.



Samuel C. Hamilton, P.E.

Vice President

ZEV COHEN & ASSOCIATES, INC.

SCH/kmu

08028HourlyRates.xls