

**CONTINUING PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. 0516-1120-CDM**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and CDM Smith, Inc., a foreign profit corporation ("CONSULTANT").

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

Section 1. Scope of Services. CONSULTANT will provide Continuing Professional Construction Engineering and Inspection services to the CITY from time to time at the request of the CITY during the Term of this Contract.

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

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 will be honored by the CITY.

If CONSULTANT is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONSULTANT's material breach, CONSULTANT will continue to provide such services unless and until the CITY provides CONSULTANT a notice suspending or terminating such services. If CONSULTANT is providing services under an open purchase order at the time that the CITY terminates this Contract due to CONSULTANT's material breach, CONSULTANT will immediately cease performing all services unless the notice of termination specifically provides otherwise.

Section 3. Fees; Limitations on Fees. Each purchase order will set forth the Fee to be paid to CONSULTANT. The Fee will be established as either a not-to-exceed or fixed fee. In either instance the purchase order will include sufficient documentation to describe the basis on which the fee has been calculated.

(a) Except as provided below, the fees for a purchase order will be based on the agreed-upon Fee Schedule. The initial Fee Schedule is attached hereto and incorporated herein as Exhibit B. The parties may agree to amend the then current Fee Schedule only through formal amendment to this Agreement.

(b) A fixed fee will be construed to be based on the Fee Schedule where documentation is included that sets forth a good-faith estimate of the time required to complete the work, provided, however, that in such instances neither CONSULTANT's obligation to perform the work nor the fixed fee will be altered merely based on the need to spend more or less time than shown on the estimate to complete the work.

In addition to the Fee, the purchase order may provide for reimbursement of certain types of expenditures that CONSULTANT may incur in providing the service required, such as copying and travel-related expenses. In all instances any limitations set forth in Exhibit B will apply.

No additional compensation will be due CONSULTANT for any reason

Section 4. Billing and Payment Procedure. 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. CONSULTANT may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the purchase order

(b) If the purchase order specifically 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. If the purchase order so provides, or is silent as to the method for payment, payments will be made on the basis of the percentage of work completed.

(c) In order to be considered to be proper, the invoice must include all information and documentation 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 attachment of any required deliverables, or proof of expenses, where payment is contingent upon proof of same.

(d) The CITY will 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 of 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 contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, 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. Documents.

(a) 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 are the property of the CITY. CONSULTANT will immediately deliver all such materials to the CITY upon the CITY's written demand; or upon CONSULTANT's completion of the particular task for which such materials were prepared, executed, or otherwise required; or, where no demand has been made at the time that this Contract expires or is terminated, upon such expiration or termination

(b) CONSULTANT understands and agrees that CITY will have the right to reuse any plans and specifications, including construction drawings, that CONSULTANT is required to provide to CITY pursuant to this Contract without having to obtain further approvals from or providing additional compensation to CONSULTANT. CITY understands and agrees that CONSULTANT will not be liable for CITY's use of such plans and specifications other than for the purposes intended by this Contract.

Section 8. Public Records. Each purchase order will be deemed to incorporate the following provision in substantially final form regarding Public Records:

(a) To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONSULTANT fails to transfer such records to the CITY.

(4) Upon completion of the work required by this purchase order, keep and maintain public records required by the CITY to perform the service. CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONSULTANT's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term. The Effective Date of this Contract is the last signature date set forth below (the "Effective Date"). The Term of this Contract is five (5) years, commencing on the Effective Date.

Any purchase order entered into prior to expiration or termination of the Term will remain valid.

Section 10. Termination of Agreement

(a) The CITY may terminate this Contract, in whole or in part, at any time, for the CITY's convenience or upon CONSULTANT's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the CITY must provide CONSULTANT 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

(2) Before terminating due to CONSULTANT's material breach of its contractual obligations, CITY must provide CONSULTANT prior written notice, specifying the breach and demanding that CONSULTANT remedy the breach within 10 days of the notice. This Contract will terminate

automatically and without need for additional notice if CONSULTANT fails to remedy the material breach within this 10 day period.

(b) If the termination is for the CITY's convenience, CONSULTANT will be paid compensation for services performed to the date of termination; and, if the City's notice of termination requires CONSULTANT to continue any services being provided at that time under an open purchase order, CONSULTANT will be paid for such services through the date that such services terminate.

(c) If the termination is due to the CONSULTANT's material breach, the CITY reserves all rights and remedies it may have under law due to such breach

(d) If after notice of termination for the CONSULTANT's material breach it is determined by the CITY or by a court of law that the CONSULTANT had not materially breached this Contract, or that the CITY's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONSULTANT will 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 11. Suspension of Services. If the notice of breach issued by the CITY pursuant to the preceding Section so directs, CONSULTANT will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

If CONSULTANT is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONSULTANT's material breach, CONSULTANT will continue to provide such services unless and until the CITY provides CONSULTANT a notice suspending or terminating such services

Section 12. 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 CONSULTANT's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "CONSULTANT," includes CONSULTANT's officers, employees, and agents, including subcontractors and other persons employed or used by CONSULTANT. This indemnification is in no way limited by any insurance provided by CONSULTANT.

Section 13. 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. All such insurance will 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 will 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 COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will 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 will be in an amount of no less than \$2,000,000. 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 \$2,000,000

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date no later than the Effective Date 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 all proof of all required insurance has been filed with and approved by the CITY. CONSULTANT will furnish such proof 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.

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.

(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 if 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.

(e) Liabilities Unaffected. CONSULTANT's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONSULTANT's liabilities under this Contract will not be limited by the existence of any exclusions or limitations in insurance coverages, or by CONSULTANT'S failure to obtain insurance coverage

CONSULTANT will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONSULTANT that does not meet the requirements of this Contract

Section 14. 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, transmitted to a receiving fax machine followed by hard

copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Mr. David Waller, Deputy Public Works Director
Daytona Beach Public Works Dept.
950 Bellevue Ave.
Daytona Beach, FL 32114
Fax: 386-671-8605

To CONSULTANT:
Virgil Rook
CDM Smith Inc.
2301 Maitland Ctr. Pkwy., Suite 300
Maitland, FL 32751
Fax: 407-875-1161

Either Party may change the name or address for receipt of that Party's notices, by providing the other Party written notice in the manner described above.

Section 15. Personnel. In order to induce the CITY into entering this Contract, CONSULTANT represents that Virgil E. Rook, PE, Team Leader, will generally perform or directly supervise the tasks assigned to CONSULTANT herein, and that CONSULTANT will not Virgil E. Rook, PE, Team Leader without the CITY's prior written approval. 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 16. 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 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONSULTANT, will be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT will 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 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any other judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the Subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the

mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them

Section 19. 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 will 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 will promptly notify the other Party of the Event and will 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 0516-1120 and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C 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.

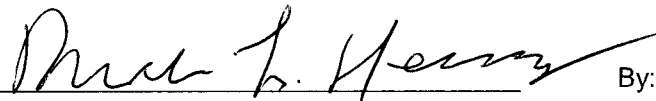
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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth 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: 
Letitia LaMagna, City Clerk

Printed Name: Virgil E. Rook

Title: Vice President

Date: 8/18/16

Date: 7/13/2016

Approved as to legal form:

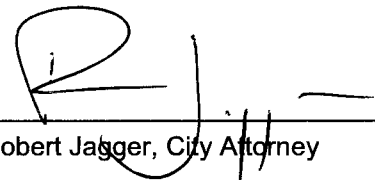
By: 
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

CONSTRUCTION ENGINEERING AND INSPECTION

1.0 **PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects. These projects may be partially or fully funded through the Local Agency Program (LAP).

The Consultant providing the services outlined in the Scope of Services for LAP projects must be prequalified as described by the Florida Department of Transportation (FDOT) Work Group 10 Roadway Construction Engineering Inspection

2.0 **SCOPE:**

The Construction Engineering and Inspection (CEI) Consultant shall assist the City of Daytona Beach by providing Project Management and support services for the construction of various roadway projects throughout the City limits. The services to be performed as part of this contract, may include, but are not limited to the following:

- Provide CEI services for the construction of all phases or components of the project, including, but not limited to, inspection services, coordination with contractors, processing shop drawings, change orders and pay requests, responding to requests for information, addressing citizen concerns, coordinating with stake holders and other interested parties, etc.
- Perform incidental construction engineering design, field surveys, or geotechnical services as may be necessary to carry out the services in this scope of services.
- Provide complete LAP project administrative services including interaction with FDOT District 5 project management and FHWA compliance system requirements.
- Other tasks as may be assigned in relation to this project.

This Scope of Services generally identifies representative responsibilities that may be assigned to the Consultant under this contract. The City reserves the right to determine what specific services, will be required of the Consultant

The Consultant shall provide general consulting, project management, and construction management services to assist the City in implementing construction of these projects

3.0 **LENGTH OF SERVICE:**

The Consultant's Continuing Services Contract will be for a period of five (5) years from the date signed. Services needed under this contract will be ordered by issuance of one or more Work Authorizations. Work Authorizations will be issued when a project is awarded to a contractor.

4.0 **DEFINITIONS:**

- A. **Agreement:** The Professional Services Agreement between the CITY and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

- B. City The City of Daytona Beach
- C. City Engineer: The designated position of City Engineer or his designated professional architect or engineer representative licensed in the State of Florida
- D. Contractor: The individual, firm, or company contracting with the CITY for performance of work or furnishing of materials
- E. Construction Contract: The written agreement between the CITY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- F. Construction Project Administration Manual (CPAM): The FDOT prepared manual that contains instructions needed to complete the administrative portion of Department contracts. The manual details outlines details needed to comply with items mandated by Florida Statutes, rules and contract specifications.
- G. Construction Project Manager. The CITY employee assigned to manage the Construction Engineering and Inspection Contract and represent the CITY during the performance of the services covered under this Agreement.
- H. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earth- work, and Final Estimates Administration. Program information is available at CTQP website.
- I. Consultant: The Consulting firm under contract to the CITY for administration of Construction Engineering and Inspection services.
- J. Consultant Project Administrator. The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for the Construction Project.
- K. Consultant Senior Project Engineer. The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- L. Department: The Florida Department of Transportation (FDOT)
- M. Engineer of Record: The Engineer or Architect noted on the Construction plans as the responsible person for the design and preparation of the plans
- N. Public Information Officer. The City's Chief Information Officer assigned to manage the Public Information Program

5.0 ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

- A. The CITY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format
 - 1. Construction Plans,
 - 2. Specification Package,

3. Copy of the Executed Construction Contract, and

4. CITY Utility Department and Public Works Department Approved Materials and Engineering Standards, publications, and lists.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Documents:

All applicable documents referenced herein shall be a condition of this Agreement.

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office:

Provide a Field Office with sufficient room and furnishings to effectively carry out the responsibilities under this Scope of Services. Field Office shall be approved by the CITY.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under the Work Authorization will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the CITY, upon request.

Radioactive Materials License for use with Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Work Authorization, keep the CITY'S Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. Engineer of Record, CITY, Contractor, Utility Agencies, FDOT, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, Change Orders, RFI's and responses, and Amendments to the CITY'S Construction Project Manager for review and acceptance.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement the CITY will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist CITY representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately CITY recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the CITY to be inadequate or unacceptable.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility
- D Increase the scope and frequency of training of the Consultant personnel

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General

The primary goals of the contract are to provide project support as an extension of City staff for the completion of the project identified by the City.

This may include support in all functions of the project construction process, to include construction engineering and inspection and LAP compliance administration.

Each of these project elements will be delivered through professional services defined below either from the prime Consultant or through their sub-Consultants. These services will require a broad range of technical expertise and resources that must be delivered in a timely and highly responsive manner.

The Consultant will deliver the services and project elements identified above by providing the professional services as listed in the Florida Department of Transportation Work Group 10, specifically 10.1 - Roadway Construction Engineering Inspection, 10.3 - Construction Materials Inspection, 10.4 – Minor Bridge & Miscellaneous Structures CEI and as requested and outlined below

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.

Inform the CITY'S Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the construction bid documents and construction contract prior to the work starting, and in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc) is part of the construction project, and (3) perform incidental engineering and construction easement surveys.

Any questions or requests for "Waiver of Survey" should be directed to the CITY

9.3 On-Site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The CITY will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the CITY'S and Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the Consultant as required by the project technical specifications and requirements

9.5 Engineering Services:

CEI services shall consist of construction inspection services, construction administration and construction management assistance. The Consultant shall provide engineers, inspectors and other personnel to oversee the Contractor's construction activities. The Consultant will be required to schedule and conduct preconstruction and periodic progress meetings, prepare the meeting minutes, and prepare the Notices to Proceed to be issued by the City Project Manager; address the concerns of the public and of property owners; coordinate as necessary with City offices, utilities, and regulatory agencies; receive and process all Contractor submittals, including, but not limited to, shop drawings, construction schedules, Requests for Information, Value Engineering proposals, change order requests, claims, and pay requests. The Consultant shall also provide daily project reports, Notices of Deficiency, Notices of Corrective Action Required, and other project documentation as appropriate, verify quantities, prepare final change orders, and provide other services as necessary to close out construction contracts.

Monitoring the construction contract compliance requirements for assigned projects in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) and compliance oversight program established by the Florida Department of Transportation's (FDOT's) Local Agency Program (LAP). Those monitoring services shall include, but not be limited to:

1. Attend the pre-construction meeting and communicate all EEO requirements.
2. Ensure the project bulletin board is in place throughout the life of the project and includes all required documents, posters, forms and other information.
3. Monitor and enforce compliance for all 4 elements of the FDOT program (including EEO, Wages, DBE, OJT). Collect and maintain in a filing system the associated submittals.
4. Analyze and evaluate data submittals in order to take appropriate actions when necessary.
5. Coordinate and respond to FDOT requests for project data.
6. Monitor EEO (Company and Project) requirements for both the prime contractor and subcontractor whose contracts exceed \$10,000 and ensure all required submittals are received from the Contractor and subcontractors
7. Perform monthly interviews with project personnel of both the prime contractor and sub-contractor to ensure compliance with EEO and Wages requirements.
8. Receive and check weekly payrolls for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations
9. Receive and check weekly MOT Reports for compliance.

10. Receive and check weekly SWPPP Reports for compliance.
11. Communicate as necessary to the prime contractor any issues of non-compliance for resolution. Communicate with FDOT any instances of non-compliance (including payroll violations) as deemed necessary.
12. Monitor the Contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and report to FDOT the Contractor's commitment for DBE utilization and actual payments made to certified DBE's.
13. Monitor and ensure compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project. Submit all required documents to FDOT.
14. Prepare and submit to the CITY'S Construction Project Manager a monthly Construction Status report with a two-week minimum look ahead of upcoming work.
15. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.6 Specific Services may include:

1. The Consultant shall provide a Construction Project Manager, and/or the requisite inspection staff to observe the contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of the Consultant's registered professional engineer (Resident Engineer) or City staff.
2. Prior to the start of construction, the Consultant shall assist the City in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received including unit price/quantity extensions, identification of unbalanced bids, similar project criteria, and the qualifications of the apparent, qualified low bidder.
3. The Consultant may be asked to schedule and conduct pre-construction conferences, participate in pre-bid conferences and prepare the notices to proceed to be issued by the City Project Manager.
4. The Consultant shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Contractor. The Consultant shall immediately report to the City apparent significant changes in quantity, time or cost as they are noted.
5. The Consultant shall attend and document all construction progress meetings and all utility meetings with the Contractor and take part in coordinating utility relocations on the project with the Contractor and the utility company.
6. The Consultant shall maintain a Project Schedule for the work. The Consultant shall, on a regular basis, report the status to the City on all major items of work performed by the Contractor reflected on the Project Schedule.
7. The Consultant shall review the Contractor's schedule in detail and submit a report to the City. In addition, the Consultant shall meet with the Contractor and City staff to discuss the project schedule and any updates thereto. Any subsequent Contractor's requests for major activity changes or construction contract time extensions shall be reviewed and a recommendation shall be provided by the Consultant.

8. The Consultant shall maintain a log of materials entering into the work site and utilized on the work site with proper indication of the basis of rejection of each shipment of material.
9. The Consultant shall maintain records of all sampling and testing accomplished under this scope of services and analyzes such records required to ascertain acceptability of material and completed work items
10. The Consultant shall meet with the Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.
11. The Consultant shall record minutes of each meeting and forward a copy to the Contractor and to the City with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The Consultant shall list separately any quality control problems or impediments to the work.
12. Once each month, the Consultant shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate. The Consultant shall submit the completed tabulation to the City.
13. The Consultant shall analyze any and all problems that arise on the project and proposals submitted by the Contractor and shall prepare and submit a recommendation to the City.
14. The Consultant shall analyze changes to the plans, specifications or contract provisions and/or any extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The Consultant shall recommend such changes to the City for approval/disapproval and shall prepare the change order if requested by the City.
15. When it is determined that a modification to the original contract for the project is required due to necessary changes in the character of the work, the Consultant shall negotiate prices with the Contractor and prepare and submit for approval/disapproval by the City a supplemental agreement or change order.
16. In the event that the Contractor submits a claim for additional compensation, the Consultant shall analyze the submittal and prepare a recommendation to the City covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.
17. In the event that the Contractor submits a request for extension of the allowable contract time, the Consultant shall analyze the request and prepare a recommendation to the City covering the accuracy of the request and the actual effect of the delay on the completion of the controlling work items and the costs to the City.
18. The Consultant shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits and applicable laws, standards and regulations. The City will provide the Consultant with a copy of each permit within the project limits.
19. Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the Consultant and an estimate of cost and time of changes, if any, will be prepared by the Consultant.
20. The Consultant shall conduct substantial and final inspections and prepare punch lists, review as-built drawings, requests from the Contractor, and any other documents necessary for project completion, including certifications required by regulatory agencies.
21. The Consultant shall negotiate all changes with the Contractor using the Consultant's prepared estimate of cost and time as a basis. The Consultant shall submit the results to the City within five (5) business days, or as requested by the

City, of the start of negotiations or report the major differences to the City, if agreement is not reached. The Consultant shall prepare supplement and change order documents and track the status of each one until executed.

9.7 Other Services:

The Consultant shall, upon written authorization by the City, perform additional services within the scope of this contract. The following items are not anticipated, but may be required of the Consultant by the City to supplement the Consultant's services under this scope of services.

The Consultant shall, upon written request by the City, participate in public involvement meetings or events.

The Consultant shall, upon written request by the City, assist the City in preparing for arbitration hearings, or litigation that occurs during the Consultant's contract time in connection with the project covered by the contract.

The Consultant shall, upon written request by the City, review all available project documentation and conduct additional investigations as necessary to prepare certifications required by regulatory agencies for projects that were previously completed.

9.8 Project Status Meetings:

The appropriate members of the Consultant team shall attend periodic meetings with the City Project Manager and staff to discuss progress and status on assigned tasks, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the City, Contractor and the Consultant team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

9.9 Project Records:

Project Management Services shall include digital and hard copy record keeping. Hard copy and digital files shall be organized in the same structure that the City currently utilizes including but not limited to project correspondence files, contract files, pay request files, change order files, permit/invoice/miscellaneous files, specs/audio/video files, right-of-way files, and aerial photo files. In some cases, files would be submitted to the City and/or FDOT for their continued use on the project. In other cases, the Consultant would be required to prepare the files for storage in the City's and/or FDOT's digital or hard copy archiving system.

10.0 KEY PERSONNEL and MINIMUM QUALIFICATIONS

10.1 General Requirements:

The Consultant shall provide qualified personnel necessary to effectively carry out his/her responsibilities under this scope of services.

10.2 Personnel Qualifications:

The Consultant shall provide competent personnel qualified by experience, education, and testing certifications held.

Personnel identified in the Consultant's technical proposal shall be assigned as proposed and are committed to performing services under this contract. Staff that is removed for any

reason shall be replaced by the Consultant within seven (7) calendar days. All personnel changes shall require acceptance by the City.

Project Engineer: The Project Engineer shall have a degree in Civil Engineering or equivalent, and must be a Professional Engineer registered in the State of Florida. Additionally, he or she shall possess a minimum of four (4) years of construction engineering and inspection experience of a roadway and bridge project. A master's degree in Engineering may be substituted for one (1) year of engineering experience. Responsible for the direction of highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards.

Project Manager/Administrator. The Project Manager shall have a degree in Civil Engineering, 10 years of progressive increasingly responsible experience as an Engineer, or equivalent. Additionally, he or she shall possess a minimum of four (4) years of construction engineering and inspection experience of a roadway and bridge project. A master's degree in Engineering may be substituted for one (1) year of engineering experience. Responsible for directing the construction engineering inspection/administration, planning and organizing the work of subordinate staff members, assigning specific tasks to the inspectors and assisting in all phases of the construction and solution of problems. Responsible for the progress and final estimates throughout the construction project duration.

Senior Inspector: The Senior Inspector shall possess a High School diploma or equivalent and four (4) years of construction engineering and inspection experience on roadway and/or bridge projects, and hold current CTQP certifications in Asphalt Paving Level I & II, Earthwork Construction Inspection Level I & II, ACI Concrete Field Testing Technician Grade I and Concrete Field Technician Level I, IMSA Traffic Signal Technician Level I, be certified for FDOT Intermediate Maintenance of Traffic, and FDEP Stormwater Erosion and Sedimentation Control. Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting sampling and testing of materials as required by the FDOT Specifications. Responsible for the proper documentation required and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Manager/Administrator.

Inspector: The Inspector shall possess a High School diploma or equivalent and one (1) year of construction engineering and inspection experience on roadway and/or bridge projects, and hold current CTQP certifications in Asphalt Paving Level I, Earthwork Construction Inspection Level I, ACI Concrete Field Testing Technician Grade I, be certified for FDOT Intermediate Maintenance of Traffic, and FDEP Stormwater Erosion and Sedimentation Control. Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

Resident Compliance Specialist (RCS): The RCS shall possess a High School diploma or equivalent and three (3) years of experience as a RCS on roadway construction projects. The RCS will be responsible for the surveillance of the Contractor's compliance with Construction Contract requirements, and for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract Compliance, and maintaining the appropriate files thereof. Typical areas of

compliance responsibility include LAP Federal Requirements (i.e. EEO Affirmative Actions for the prime contractor and subcontractors, DBE Affirmative Action, Payroll, Subcontracts, Daily/Weekly MOT Reports, and SWPPP Reports). The RCS must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the completed project files for review.

11.0 QUALITY ASSURANCE (QA) PROGRAM

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of a Work Authorization, furnish a QA Plan to the CITY'S Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the CITY approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization:

A description is required of the Consultant QA organization and its functional relationship to the part of the organization performing the work under the Work Authorization. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Control of Sub-consultants and Vendors:

Detail the methods used to control sub-consultant and vendor quality.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Work Authorization. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Work Authorization. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the Work Authorization. The semi-annual reviews shall be submitted to the CITY'S Construction Project Manager in written form no later than one (1) month after the review.

On asphalt projects, the CEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CEI staff.

11.3 Quality Assurance Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the

number and type of deficiencies found, and the corrective actions taken. All records shall be copied to the CITY. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate:

Prepare documentation and records in compliance with the Work Authorization or Consultant's approved QA Plan and the Department's Procedures as required by the General Conditions of the Construction Contract.

Revisions to the Certified Final Estimate will be made at no additional cost to the CITY

13.0 WORK AUTHORIZATION MANAGEMENT:

13.1 General:

1. With each monthly invoice submittal, the Consultant will provide a Status Report for the Work Authorization. This report will provide an accounting of the additional Contract time allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Work Authorization completion date, and an estimate of the Consultant funds expiration date per the Work Authorization schedule for the prime Consultant and for each sub-consultant. Invoices not including this required information may be rejected.
2. When the Consultant identifies a condition that will require an amendment to the Work Authorization, the Consultant will communicate this need to the CITY'S Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the CITY'S Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the CITY 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the CITY.
3. The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted.

13.2 Invoicing Instructions:

The Consultant may submit one invoice per month, per each WA. Monthly invoices are to be submitted to the City in electronic and hard copy format.

14.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, Consultant will analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a separate Agreement.

15.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

16.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement

17.0 CITY OF DAYTONA BEACH AUTHORITY

The CITY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

Exhibit B: Fee Exhibit

SUMMARY OF WAGE RATES BY FIRM
City of Daytona Beach District Wide
Proposal No. 0516-1120

CDM Smith Inc.

<u>Classification</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Senior Project Engineer	\$75.70	3.00	\$227.10
Project Administrator	\$50.81	3.00	\$152.43
Contract Support Specialist	\$30.52	3.00	\$91.56
Resident Compliance Officer	\$23.00	3.00	\$69.00
Sr. Inspector	\$31.72	3.00	\$95.16
Sr. Inspector (Overtime)	\$47.59		\$111.02
Inspector	\$25.43	3.00	\$76.29
Inspector (Overtime)	\$38.15		\$89.01

Civil Site

<u>Classification</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Contract Support Specialist	\$34.00	2.90	\$98.47
Sr. Inspector	\$24.25	2.90	\$70.23
Sr. Inspector (Overtime)	\$36.38		\$82.36
Inspector	\$19.17	2.90	\$55.51
Inspector (Overtime)	\$28.75		\$65.09

England, Thims & Miller, Inc.

<u>Classification</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Senior Project Engineer	\$63.47	2.72	\$172.79
Project Administrator	\$46.20	2.72	\$125.77
Asst. Project Administrator	\$41.35	2.72	\$112.57
Contract Support Specialist	\$32.10	2.72	\$87.39
Resident Compliance Officer	\$23.91	2.72	\$65.09
Administrative Assistant	\$24.12	2.72	\$65.66
Sr. Inspector - Rdwy.	\$28.22	2.72	\$76.82
Sr. Inspector (Overtime)	\$42.33		\$90.93
Sr. Inspector - Bridge	\$31.20	2.72	\$84.94
Sr. Inspector (Overtime)	\$46.80		\$100.54
Inspector	\$22.30	2.72	\$60.71
Inspector (Overtime)	\$33.45		\$71.86
Inspector Aide	\$14.42	2.72	\$39.26
Inspector Aide (Overtime)	\$21.63		\$46.47
On-Site Plant Inspections	\$21.00	2.72	\$57.17

Infrastructure Engineers, Inc.

<u>Classification</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Senior Project Engineer	\$58.00	2.70	\$156.78
Project Administrator	\$47.40	2.70	\$128.11
Contract Support Specialist	\$29.12	2.70	\$78.71
Sr. Inspector	\$29.04	2.70	\$78.49
Sr. Inspector (Overtime)	\$43.56		\$93.01
Inspector	\$25.59	2.70	\$69.17
Inspector (Overtime)	\$38.39		\$81.97

MTN Resources

<u>Classification</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Resident Compliance Officer	\$26.61	2.84	\$75.59

Universal Engineering Fee Schedule Attached

CITY OF DAYTONA BEACH RATE TABLE
UNIVERSAL ENGINEERING SCIENCES
ADMINISTRATIVE AND TESTING

UNIT NAME	RAW RATE	MULTIPLIER	RATE WITH MULTIPLIER
PROFESSIONAL SERVICES			
Principal	\$38.00	2.9	\$110.20
Senior Project Manager	\$30.00	2.9	\$87.00
Senior Project Engineer/Scientist	\$26.00	2.9	\$75.40
Project Engineer/Scientist	\$22.50	2.9	\$65.25
Assistant Project Engineer/Scientist	\$19.00	2.9	\$55.10
Soil Scientist	\$15.50	2.9	\$44.95
Senior Engineer Technician	\$14.00	2.9	\$40.60
Engineering Technician	\$13.00	2.9	\$37.70
Threshold Inspection	\$27.50	2.9	\$79.75
WORD PROCESSING AND DRAFTING SERVICES			
CADD Graphics	\$14.00	2.9	\$40.60
Word Processing Services	\$12.00	2.9	\$34.80
LABORATORY SOIL INVESTIGATION			
Natural Moisture Content ASTM D-2216	\$10.00	Each	\$10.00
Liquid and Plastic Limit ASTM D-4318	\$70.00	Each	\$70.00
Unit Weight and Moisture Content	\$25.00	Each	\$25.00
Specific Gravity, ASTM D-854	\$30.00	Each	\$30.00
Grain Size Determinations			
- Full Grain Size	\$50.00		\$50.00
- Wash through #200 or #270	\$25.00	Each	\$25.00
- Hydrometer Analysis - ASTM D-422	\$70.00		\$70.00
Organic Content by Dry Weight - ASTM D-2974	\$30.00	Each	\$30.00
Soil Corrosivity (pH, sulfate, chloride, resistivity)	\$150.00	Each	\$150.00
Soil pH	\$20.00	Each	\$20.00
Laboratory Permeability (collection of soil sample not included)			
- Undisturbed Shelby Tubes (Sand)	\$100.00		\$100.00
- In Triaxial Machine (Natural Clay)	\$150.00	Each	\$150.00
- In Triaxial Machine (Landfill liner)	\$150.00		\$150.00
- Remolding of Samples	\$50.00		\$50.00
SOIL COMPACTION AND STABILITY			
Standard or Modified Proctor – In accordance with applicable ASTM Standards	\$65.00	Each	\$65.00
In – Place Density Tests (min 3 per trip) - In accordance with applicable ASTM Standards for calibrated drive sleeve, sand-cone or nuclear methods	\$19.00	Each	\$19.00
Sub-base Soil Stability Test - In accordance with the Florida Bearing Value (FBV) Method of Test	\$35.00	Each	\$35.00
Limerock Bearing Ratio Test (LBR) - In accordance with FDOT procedures including Modified Proctor Test (5 pt)	\$250.00	Each	\$250
CONCRETE TESTS			
Sampling fresh concrete at job site, performing slump test, molding 6" x 12" concrete cylinders returning to project site to pick up test cylinders, curing, testing and reporting compressive strength test results, all in accordance with applicable ASTM Standards			
- Set of 3, 4, or 5 Cylinders	\$65.00	Set	\$65.00
Additional Cylinders	\$8.00	Each	\$8.00
Air Content Pressure Method (ASTM-C-231)	\$10.00	Each	\$10.00
Extra Slump Tests	\$7.75	Each	\$7.75
Concrete Technician, stand-by time	\$35.00	Hour	\$35.00
Swiss-Hammer (\$200.00 minimum)	\$45.00	Hour	\$45.00

MIX DESIGN OR VERIFICATIONS			
Initial mix, including test of fine sand and coarse aggregate and 9 confirmatory cylinders per mix	\$600.00	Each	\$600.00
Additional mixes, same aggregate, 6 confirmatory cylinders per mix	\$350.00	Each	\$350.00
Flexible strength, 6 test beams including test of aggregate, per mix	\$600.00	Each	\$600.00
Additional mixes, 6 test beams, same aggregate per mix	\$350.00	Each	\$350.00
Lightweight aggregate mixes	\$600.00	Each	\$600.00
Mix reviews and calculations	\$65.00	Each	\$65.00
CONCRETE MASONRY UNITS			
Compressive Strength, ASTM C-140	\$30.00	Each	\$30.00
Absorption and Moisture Content, ASTM C-150	\$25.00	Each	\$25.00
Linear drying, shrinkage, ASTM C-341 (set of 3)	\$350.00	Set of 3	\$350.00
ASPHALT MIXTURES			
Bitumen Extractions	\$60.00	Each	\$60.00
Gradations of Extracted Aggregates	\$60.00	Each	\$60.00
Marshall Stability (includes density, flow and stability of 3 specimens)	\$90.00	Each	\$90.00
Field Density and Thickness Determination –(\$200.00 minimum per trip)	\$20.00	Each	\$20.00
Asphaltic Concrete Paving Plant Inspection	\$45.00	Hour	\$45.00
Asphaltic Concrete Quality Assurance	\$45.00	Hour	\$45.00
STRUCTURAL STEEL INSPECTION AND TESTING			
Magnetic particle, dry penetrant and radiographic examination of weldments	\$55.00	Hour	\$55.00
Inspection and thickness checks of fire proofing material applied to structural steel	\$45.00	Hour	\$45.00
Engineering observation of reinforcing steel to verify the size, number, spacing, securement, grade and placement of reinforcing steel	\$45.00	Hour	\$45.00
Engineering observation during construction required to determine the suitability of erection and securement of the steel framing system and tensions (torque) of high strength bolted connections within the structural framing system	\$45.00	Hour	\$45.00
Observation of placement and securement of post-tension tendons and/or tensioning operations including measurements of elongations and monitoring jacking force for each tendon	\$45.00	Hour	\$45.00
SPECIAL TESTING SERVICES			
Vibration Monitoring – Plus \$250.00 equipment charge per trip	\$55.00	Hour	\$55.00
Floor Slab Flatness Profiling – Plus \$250.00 equipment charge per trip	\$55.00	Hour	\$55.00
Ultrasonic Testing of Concrete– Plus \$250.00 equipment charge per trip	\$55.00	Hour	\$55.00
R-meter for Location of Reinforcing Steel in Concrete– Plus \$250.00 equipment charge per trip	\$55.00	Hour	\$55.00

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/13/2016

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME PHONE (A/C No Ext) (866) 283-7122 FAX (A/C No) 800-363-0105		
	E-MAIL ADDRESS		
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A National Union Fire Ins Co of Pittsburgh		19445
	INSURER B New Hampshire Ins Co		23841
	INSURER C Lloyd's Syndicate No. 2623		AA1128623
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES CERTIFICATE NUMBER: 570063013044 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL2039274	01/01/2016	01/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			CA 9734322	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AOS CA 9734321 MA	01/01/2016	01/01/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC068022509	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B				AOS	01/01/2016	01/01/2017	E L EACH ACCIDENT \$1,000,000
				WC068022510			E L DISEASE-EA EMPLOYEE \$1,000,000
				AK, AZ, VA			E L DISEASE-POLICY LIMIT \$1,000,000
C	Archit&Eng Prof			QC1601367	01/01/2016	01/01/2017	per claim \$2,000,000 aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract No. 0516-1120-CDM. City of Daytona Beach, FL Continuing Professional and Inspection Services.
 City of Daytona Beach, FL is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Daytona Beach, FL Attn: Joanne Flick 950 Bellevue Ave. Daytona Beach FL 32114 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier : 570063013044 Certificate No : 570063013044



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570063013044			
CARRIER See Certificate Number: 570063013044	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC068022511 CA	01/01/2016	01/01/2017	
B		N/A		WC068022512 FL	01/01/2016	01/01/2017	
B		N/A		WC068022513 IL, KY, NC, NH, UT	01/01/2016	01/01/2017	
B		N/A		WC068022514 MA, ND, OH, WA, WI, WY	01/01/2016	01/01/2017	
B		N/A		WC068022515 NJ, PA	01/01/2016	01/01/2017	