

**AMENDMENT NO. 3 TO CONTRACT 2005-07
PROFESSIONAL ENGINEERING SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the "City") and Tetra Tech, Inc., successor in interest to Hartman and Associates, Inc. ("Consultant"), hereby agree to amend the above-referenced Contract, effective on the date last signed below.

WITNESSETH:

WHEREAS, the City Commission approved the above-referenced Contract, with Hartman & Associates Inc., a Tetra Tech Company, by Resolution 05-192; and

WHEREAS, Resolution No. 05-219 approved Amendments No. 1 and 2 to the Contract; and

WHEREAS, in 2007 Hartman & Associates, Inc., was merged into Tetra Tech, Inc; and

WHEREAS, Tetra Tech, Inc., has requested the City to approve the assignment and authorize changes in the professional service rates generally provided for in the Contract; and

WHEREAS, certain additional amendments are required to update the Contract.

NOW, THEREFORE, the City and Consultant agree to amend the Contract as follows, based on the mutual valuable consideration contained herein.

1. The assignment of Hartman & Associates, Inc.'s, interest in the Contract to Tetra Tech, Inc., is hereby approved.
2. Article II is amended by replacing the term, "Work Elements," with the term, "Project." All other references within the Contract to Work Elements shall hereafter be deemed to refer to Project.
3. Article III is amended to read as follows:

ARTICLE III. Projects Must be Authorized in Writing. This Contract, in and of itself, does not require the CONSULTANT to perform any Project or provide payment for services rendered by the CONSULTANT. No Project will be performed under this Contract, and no payment obligation will arise for performance of Projects, except when specifically authorized by a written work authorization issued in accordance with the CITY's procurement policies. A work authorization will consist of the CONSULTANT's detailed quotation and the CITY's purchase order accepting the proposal. The work authorization will provide a lump sum or a not-to-exceed amount for the services to be provided, and may provide more detailed parameters for the Project, such as deliverables and deadlines, consistent with the provisions of this Contract. The work authorization will also provide, if required by the CITY, identification of any or all subconsultants, a breakdown of the work to be provided by each, and the costs associated with such work; provided, however, that CONSULTANT will remain fully responsible to the CITY for all aspects of the Project. No work authorization issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order, this Contract will govern.

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

4. Exhibit B to the Contract is deleted in its entirety.

All references within this Contract to "Work Authorization Agreements" will mean the written work authorizations issued in accordance with this article.

5. Article V is amended to read as follows:

Article V. Fees; Limitations on Fees: Each purchase order will set forth an amount for payment the Project referenced. Payment 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.

The fee set forth will be based on the Hourly Rate Schedule agreed upon by the Parties, except when the work authorization specifically provide an alternative basis for the fee. Only the Daytona Beach City Commission, or for purchase orders funded by redevelopment trust funds, the Daytona Beach Community Redevelopment Agency governing board, is authorized to approve purchase orders providing for an alternative basis for the fee.

Commencing in 2018, and every three years thereafter, CONSUTLANT may request in writing that the CITY approve an adjustment in the hourly rates approved under this Contract. The request must be made no later than 90 days before the anniversary of the Effective date of this Contract (i.e., May 18th). The written request will be accompanied by documentation confirming that the rates requested are consistent with the prevailing rates currently provided by CONSULTANT under existing continuing service contracts with other local government agencies within Florida and other documentation as may be requested to support the rates. The City Manager will be authorized to approve, by formal amendment to this Contract, or reject the requested rate change, on the CITY's behalf. An amendment approved by the City Manager under this Section will become effective only for purchase orders issued after the next anniversary of the Effective Date, and must contain a replacement Hourly Rate Schedule (to be attached to and incorporated into this Contract as a replacement to the then current Schedule).

6. Exhibit C to the Contract is replaced with the attached Hourly Rate Schedule. All references in the Contract to "Exhibit C" will hereafter be deemed to the attached Schedule, or to the Schedule currently in effect through formal Amendment as referenced above.

7. Article VI is amended to read as follows:

Article XVIII – Public Records: To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A. Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

B. Providing the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meeting all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. When such records are stored electronically, providing the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

8. Article VII is amended to read as follows:

Article VII. Billing and Payment Procedures: In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or referenced Exhibits, payment terms and conditions are as follows:

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

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

C. 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.

All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONSULTANT have set their hands and seals, effective on the date that the last party has signed below.

THE CITY

CONSULTANT

By: _____

Derrick L. Henry, Mayor

Attest: _____

Letitia LaMagna, City Clerk

Date: _____

Approved as to Legal Form:

By: _____

Marie Hartman, City Attorney

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C

**Tetra Tech, Inc.
City of Daytona Beach
Schedule of Hourly Rates
October 2014**

Title	Range of Direct Labor Rates		Direct Labor Rate Multiplier	Range of Billing Rates	
Project Management					
Principal in Charge	\$ 75.00	\$ 90.00	3.00	\$ 225.00	\$ 270.00
Sr Project Manager	\$ 52.00	\$ 77.00	3.00	\$ 156.00	\$ 231.00
Project Manager	\$ 39.00	\$ 55.00	3.00	\$ 117.00	\$ 165.00
Engineers					
Principal Engineer	\$ 70.00	\$ 88.00	3.00	\$ 210.00	\$ 264.00
Sr. Engineer	\$ 51.00	\$ 71.00	3.00	\$ 153.00	\$ 213.00
Engineer V	\$ 37.00	\$ 51.00	3.00	\$ 111.00	\$ 153.00
Engineer IV	\$ 28.00	\$ 44.00	3.00	\$ 84.00	\$ 132.00
Engineer III	\$ 26.00	\$ 40.00	3.00	\$ 78.00	\$ 120.00
Engineer II	\$ 24.00	\$ 35.00	3.00	\$ 72.00	\$ 105.00
Engineer I	\$ 20.00	\$ 28.00	3.00	\$ 60.00	\$ 84.00
Engineering Technician	\$ 12.00	\$ 20.00	3.00	\$ 36.00	\$ 60.00
Scientists					
Scientist VI	\$ 55.00	\$ 70.00	3.00	\$ 165.00	\$ 210.00
Scientist V	\$ 35.00	\$ 57.00	3.00	\$ 105.00	\$ 171.00
Scientist IV	\$ 27.00	\$ 36.00	3.00	\$ 81.00	\$ 108.00
Scientist III	\$ 24.00	\$ 29.00	3.00	\$ 72.00	\$ 87.00
Scientist II	\$ 20.00	\$ 24.00	3.00	\$ 60.00	\$ 72.00
Scientist I	\$ 19.00	\$ 22.00	3.00	\$ 57.00	\$ 66.00
Design Professionals					
Sr CAD/Eng Designer II	\$ 35.00	\$ 48.00	3.00	\$ 105.00	\$ 144.00
Sr CAD/Eng Designer I	\$ 29.00	\$ 45.00	3.00	\$ 87.00	\$ 135.00
CAD/Engineering Designer III	\$ 24.00	\$ 37.00	3.00	\$ 72.00	\$ 111.00
CAD/Engineering Designer II	\$ 18.00	\$ 25.00	3.00	\$ 54.00	\$ 75.00
CAD/Engineering Designer I	\$ 12.00	\$ 21.00	3.00	\$ 36.00	\$ 63.00
Surveyors					
Sr Land Surveyor	\$ 40.00	\$ 50.00	3.00	\$ 120.00	\$ 150.00
Land Surveyor	\$ 20.00	\$ 40.00	3.00	\$ 60.00	\$ 120.00
Survey Crew Chief	\$ 24.00	\$ 38.00	3.00	\$ 72.00	\$ 114.00
Survey Tech	\$ 15.00	\$ 32.00	3.00	\$ 45.00	\$ 96.00
Architects					
Architectural Program Mgr	\$ 65.00	\$ 85.00	3.00	\$ 195.00	\$ 255.00
Sr Architect	\$ 55.00	\$ 75.00	3.00	\$ 165.00	\$ 225.00
Architect	\$ 35.00	\$ 55.00	3.00	\$ 105.00	\$ 165.00
Architectural Designer	\$ 17.00	\$ 35.00	3.00	\$ 51.00	\$ 105.00
Construction Professionals					
Construction Project Rep	\$ 22.00	\$ 40.00	3.00	\$ 66.00	\$ 120.00
Construction Manager II	\$ 50.00	\$ 70.00	3.00	\$ 150.00	\$ 210.00
Construction Manager I	\$ 38.00	\$ 53.00	3.00	\$ 114.00	\$ 159.00
Construction Administrator	\$ 23.00	\$ 39.00	3.00	\$ 69.00	\$ 117.00
Analysts					
Sr Analyst/Programmer	\$ 30.00	\$ 65.00	3.00	\$ 90.00	\$ 195.00
Project Analyst II	\$ 20.00	\$ 40.00	3.00	\$ 60.00	\$ 120.00
Project Analyst I	\$ 18.00	\$ 25.00	3.00	\$ 54.00	\$ 75.00
Project Administration					
Sr Project Administrator	\$ 27.00	\$ 35.00	3.00	\$ 81.00	\$ 105.00
Project Administrator	\$ 15.00	\$ 32.00	3.00	\$ 45.00	\$ 96.00
Project Assistant	\$ 12.00	\$ 22.00	3.00	\$ 36.00	\$ 66.00
Contract Administrator	\$ 25.00	\$ 36.00	3.00	\$ 75.00	\$ 108.00



TETRA TECH

**Tetra Tech, Inc.
Labor Multiplier Calculation**

Direct Labor	1.00
Employee Fringe Benefits	0.57
Overhead/General & Administrative	<u>1.17</u>
Subtotal	2.74
Profit (@ 10.0%)	<u>0.27</u>
Total Labor Multiplier including Profit	<u><u>3.00</u></u>

**AMENDMENT NO. 1 TO CONTRACT 2005-07
PROFESSIONAL ENGINEERING SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the “City”) and Hartman & Associates, Inc., a Tetra Tech Company, a foreign profit corporation, (“Consultant”), hereby agree to amend Contract 2005-07, Comprehensive Professional Engineering Consulting Services for Potable Water, Wastewater, and Reuse Water (the “Contract”), approved by City Commission Resolution 05-192, as follows:

1. First paragraph, third line, the name of the CONSULTANT is changed from Hartman & Associates, Inc., a Tetra Tech Company, to Tetra Tech, Inc.
2. Article III is amended to read as follows:

ARTICLE III. 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 a written purchase order issued in accordance with the CITY’s procurement policies. The purchase order will provide a not-to-exceed amount for the services to be provided, and may provide more detailed parameters for the services to be provided, such as deliverables and deadlines, consistent with the provisions of this Contract. 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.

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

All references to Work Authorization Agreements shall mean written purchase orders issued in accordance with this article.

3. Exhibit C to the Contract is replaced with Exhibit C-1, attached. All references in the Contract to Exhibit C will be deemed to refer to Exhibit C-1.
4. The following additional requirements regarding public records are agreed to:

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

- (a) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.
- (b) Providing the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meeting all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have set their hands and seals, effective on the date that the last party has signed below.

The City

The Consultant

By: _____

Derrick L. Henry, Mayor

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Jennifer L. Thomas, City Clerk

Date: _____

Approved as to Legal Form:

By: _____

Marie Hartman, City Attorney

Contract 1307-1022

CONTRACT No. 1307-1022
CONTRACT FOR CONTINUING PROFESSIONAL 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 **TETRA TECH, INC.**, 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 engineering services as defined in the Request for Qualifications attached as Exhibit A.

WHEREAS, the CITY desires the services, as defined in the Request for Qualifications 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 engineering services; and

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an agreement has been reached for a Contract for Professional 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 Qualifications 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 can 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 2.94 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.

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 the Consultant in accordance with the terms of the contract. The City agrees that it will not use any of the Consultant's preexisting information for any project other than the one contracted for, without their consent.

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.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original this 23rd day July, 2008, effective as of the 16th day of July, 2008.

WITNESSES:

Bobbie H Cox

Betty H. Goodman

THE CITY OF DAYTONA BEACH

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

Attest: Jennifer L. Thomas
Jennifer Thomas, City Clerk

WITNESSES:

Sally Ogden

Michelle Rans

TETRA TECH, INC.

By: Till Manning Hudkins
(name typed)
Till Manning Hudkins, Vice President

Attest: Sally Ogden

Approved as to legal form

Marie Hartman
City Attorney
Marie Hartman,

STATE OF FLORIDA

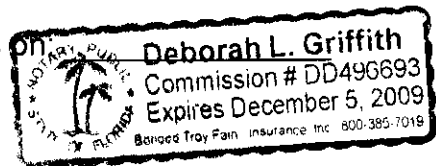
VOLUSIA COUNTY

I HEREBY CERTIFY that on this 23rd day, of July, 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



STATE OF Florida

COUNTY OF Orange

I HEREBY CERTIFY that on this 25 day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jill Manning Hudkins, well known to me to be Vice President of **TETRA TECH, 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

Sally M. Griffin

My commission expires on: 3-17-11

EXHIBIT A

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS

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

FOR

THE CITY OF DAYTONA BEACH, FLORIDA

RFQ NO.: 1307-1022

Issue Date: March 12, 2007

Opening Date: April 12, 2007

REQUEST FOR QUALIFICATIONS
1307-1022

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

INVITATION

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

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

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

A Non-Mandatory Pre-Submittal Conference will be conducted on March 27, 2007 at 3:00 p.m., at Utilities Administration Complex at Regional Wastewater Treatment Plant/Brennan Water Treatment Plant, 3651 LPGA Blvd, Daytona Beach, Florida, 32124. Interested Proposers are *urged* to attend

One clearly marked original and seven (7) copies of the Statement of Qualifications (SOQ) must be submitted no later than 2:00 P.M., April 12, 2007 to:

Joanne Flick, CPPO, CPPB
Purchasing Agent
301 S. Ridgewood Ave., Room 146
P.O. Box 2451
Daytona Beach, FL 32115-2451

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

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA

By: Joanne Flick, CPPO, CPPB
Purchasing Agent

STATEMENT OF PURPOSE

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

INSTRUCTIONS TO PROPOSERS

1. Inquiries concerning this proposal should be directed to Joanne Flick at (386) 671-8082.
2. Consultant Statements of Qualifications (SOQ) must be submitted in one clearly marked **unbound** original and seven (7) copies no later than 2:00 p.m., April 12, 2007.
3. Statement of Qualifications (SOQs) shall be addressed to:

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

Request for Qualifications Number – 1307-1022
Date of Opening – April 12, 2007
Name of Proposer
Return Address of the Proposer
5. The time and date for receipt of SOQs will be strictly observed. The City shall not be responsible for late deliveries or mail delays. The time/date stamp/clock in the Purchasing Division shall serve as the official authority to determine timeliness of the SOQ.
6. SOQs received after the specified time and date shall be returned unopened. On the due date specified above, all SOQs will be opened publicly and the names of all Proposers shall be read aloud.
7. Any SOQs may be withdrawn until the date and time set above for the submission of the SOQs.

8. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of SOQs.
9. Costs of preparation of a response to this Request for Qualifications are solely those of the Proposer and the City assumes no responsibility for any such costs incurred by the Proposer.
10. No interpretation of this Request for Qualifications or any other Contract documents will be made to any Proposer orally. Every request for interpretation should be in writing addressed to Joanne Flick, CPPO, CPPB at fax number (386) 671-8085 or emailed to purchasing@codb.us. To be given consideration, such requests must be received by April 2, 2007.

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

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

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

12. Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.
13. The Proposer understands that this SOQ does not constitute an agreement or Contract with the Proposer.

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

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

"The undersigned has read The City of Daytona Beach's Request for Qualifications for "Continuing Professional Engineering Services for

Water/Wastewater Plant Design". On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. WE HAVE READ, ACKNOWLEDGE, AND ACCEPT THE TERMS ON WHICH THE REQUEST FOR QUALIFICATIONS IS OFFERED WHICH ARE FULLY INCORPORATED BY REFERENCE INTO THIS LETTER."

30. **WEIGHTED CRITERIA:** The Statement of Qualifications shall be organized to generally conform to the following, as these will constitute the basis of evaluation:

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

This element of the Statement of Qualifications should express the general and specific project related capability of the in-house staff and should indicate the adequate depth and abilities of the Consulting firm. This will include management, technical, and support staff. **(25 points)**

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

31. SELECTION PROCESS

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

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

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

Scope of Services:

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

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

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

Each project will be negotiated at the time of the development of the specific scope of work. The duration of the continuing services contract is not to be limited except that the contract shall contain a termination clause.

The successful consultant(s) will work closely with the City's Utilities Department. As the need for assistance with a water or wastewater treatment plant facility project arises the Consultant will be asked for a fee proposal for a specific work assignment. A Work Authorization Agreement will be prepared for acceptance and confirmation by the City Commission upon submittal of a mutually accepted scope of services, schedule, and fee proposal. The Consultant will be expected to perform the work within the stated time frame unless changes in the scope warrant additional time.

THE CITY OF DAYTONA BEACH

**OFFICE OF THE PURCHASING AGENT
DAYTONA BEACH, FLORIDA 32115-2451**

Post Office Box 2451

Phone (386) 671-8080

ADDENDUM NO. 1

DATE: March 30, 2007

**PROJECT: RFQ 1307-1022
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER PLANT FACILITIES DESIGN**

OPENING DATE: April 12, 2007

This addendum is hereby incorporated into the Proposal documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

1. A partial listing of City of Daytona Beach certified MBE/WBE's most applicable to this solicitation is attached for reference.
2. The Master Plan is available on The City of Daytona Beach website: www.codb.us under the "Department" drop-down menu. Interested parties should click on the link to Purchasing, then on the link to "Bids". The files may be downloaded from this site.
3. The sign-in sheet from the non-mandatory pre-submittal meeting is attached for reference.
4. The following question was submitted in writing:

Q1: Is it acceptable to combine all 3 of the RFQs (1307-1020, 1307-1021, and 1307-1022) into one proposal response?
A1: No, separate submittals must be made for each RFQ.
5. All other terms and conditions remain the same.

The Proposer shall acknowledge receipt of this addendum by completion of the acknowledgement information following the addendum. Acknowledgement must be completed and returned not later than the date and time for receipt of proposals.

The City of Daytona Beach
Joanne Flick, CPPB, CPPO
Purchasing Agent

THE CITY OF DAYTONA BEACH

OFFICE OF THE PURCHASING AGENT
DAYTONA BEACH, FLORIDA 32115-2451

Post Office Box 2451
Phone (386) 671-8080

ADDENDUM NO. 1 ACKNOWLEDGEMENT

DATE: March 30, 2007

PROJECT: RFQ 1307-1022
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE WATER
AND WASTEWATER PLANT FACILITIES DESIGN

OPENING DATE: April 12, 2007

Receipt of Addendum No. 1 to RFQ 1307-1022 is hereby acknowledged and included in my response.

Include this acknowledgement with your bid.

NAME OF FIRM Tetra Tech

BUSINESS ADDRESS 201 E. Pine Street, Suite 1000
Orlando, Florida 32801

TELEPHONE NO. (407) 839-3955

SIGNATURE: 

NAME TYPED: Jill M. Hudkins, P.E.

TITLE: Vice President

DATE: April 11, 2007

THE CITY OF DAYTONA BEACH

**OFFICE OF THE PURCHASING AGENT
DAYTONA BEACH, FLORIDA 32115-2451**

Post Office Box 2451

Phone (386) 671-8080

ADDENDUM NO. 2

DATE: April 4, 2007

**PROJECT: RFQ 1307-1022
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE
WATER AND WASTEWATER PLANT FACILITIES DESIGN**

OPENING DATE: April 12, 2007

This addendum is hereby incorporated into the Proposal documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

1. The following questions were submitted in writing:

Q1: Are these RFQ's intended to replace/update existing contracts or to supplement existing contracts?

A1: These contracts are in addition to contracts the City currently holds. They are not replacing existing contracts but rather are supplementing them.

2. All other terms and conditions remain the same.

The Proposer shall acknowledge receipt of this addendum by completion of the acknowledgement form following the addendum. Acknowledgement must be completed and returned no later than the date and time for receipt of proposals.

The City of Daytona Beach

Joanne Flick, CPPB, CPPO
Purchasing Agent

THE CITY OF DAYTONA BEACH

OFFICE OF THE PURCHASING AGENT
DAYTONA BEACH, FLORIDA 32115-2451

Post Office Box 2451
Phone (386) 671-8080

ADDENDUM NO. 2 ACKNOWLEDGEMENT

DATE: April 4, 2007

PROJECT: RFQ 1307-1022
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE
WATER AND WASTEWATER PLANT FACILITIES DESIGN

OPENING DATE: April 12, 2007

Receipt of Addendum No. 2 to RFQ 1307-1022 is hereby acknowledged and included in my response.

Include this acknowledgement with your SOQ.

NAME OF FIRM Tetra Tech

BUSINESS

ADDRESS 201 E. Pine Street, Suite 1000

Orlando, Florida 32801

TELEPHONE NO. (407) 839-3955

SIGNATURE: 

NAME TYPED: Jill M. Hudkins, P.E.

TITLE: Vice President

DATE: April 11, 2007

THE CITY OF DAYTONA BEACH

**OFFICE OF THE PURCHASING AGENT
DAYTONA BEACH, FLORIDA 32115-2451**

Post Office Box 2451

Phone (386) 671-8080

ADDENDUM NO. 3

DATE: April 9, 2007

PROJECT: **RFQ 1307-1022
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE
WATER AND WASTEWATER PLANT FACILITY DESIGN**

OPENING DATE: ~~April 12, 2007~~ April 16, 2007

This addendum is hereby incorporated into the Proposal documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. The Opening Date is hereby CHANGED to April 16, 2007.
2. The Contract, Article VIII, "Ownership of Documents", the following paragraph is hereby ADDED, to read as follows:

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 the CONSULTANT in accordance with the terms of this Contract.

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 the Consultant in accordance with the terms of the contract. The City agrees that it will not use any of the Consultant's preexisting information for any project other than the one contracted for, without their consent.

3. All other terms and conditions remain the same.

The Proposer shall acknowledge receipt of this addendum by completion of the acknowledgement form following the addendum. Acknowledgement must be completed and returned no later than the date and time for receipt of proposals.

The City of Daytona Beach

Joanne Flick, CPPB, CPPO
Purchasing Agent

THE CITY OF DAYTONA BEACH

OFFICE OF THE PURCHASING AGENT
DAYTONA BEACH, FLORIDA 32115-2451

Post Office Box 2451
Phone (386) 671-8080

ADDENDUM NO. 3 ACKNOWLEDGEMENT

DATE: April 9, 2007

PROJECT: RFQ 1307-1022
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR PUMP STATION
DESIGN

OPENING DATE: April 16, 2007

Receipt of Addendum No. 3 to RFQ 1307-1022 is hereby acknowledged and included in my response.

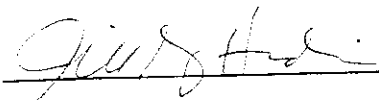
Include this acknowledgement with your SOQ.

NAME OF FIRM Tetra Tech

BUSINESS ADDRESS 201 E. Pine Street, Suite 1000

Orlando, Florida 32801

TELEPHONE NO. (407) 839-3955

SIGNATURE: 

NAME TYPED: Jill M. Hudkins, P.E.

TITLE: Vice President

DATE: April 13, 2007

EXHIBIT B

WORK AUTHORIZATION FORMAT

WORK AUTHORIZATION AGREEMENT NO. ____ (*insert WA number*)

**CONTRACT FOR PROFESSIONAL SERVICES - CONTINUING
ENGINEERING SERVICES FOR POTABLE WATER AND WASTEWATER DESIGN**
____ (*insert project name - TBD*)

CODB CONTRACT NO.: 1307-1022

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

WHEREAS, the CITY desires the services of a professional consultant to perform Professional Architectural services for the _____ (***project name to be determined***), and

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

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

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

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

The services to be provided by the CONSULTANT shall consist of professional engineering related design services required for _____ (***project name to be determined***) located in Daytona Beach, Florida.

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

(insert specific scope of work, task outline)

Task 1:

Task 2:

Deliverables: *(Describe both amount of document sets (plans and specifications) intended for submittal review and additional final signed and sealed version for record and permit submittal purposes; format of documents (plans: AutoCadd format version 2004 or more recent; text documents format in Microsoft Word).*

Schedule: The CONSULTANT agrees to complete the professional services under this Work Authorization Agreement according to the following schedule: *(provide basic itemized schedule below:)*

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

ARTICLE IV – CITY'S Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, existing plans, maps, reports, studies, and data relating to the project. *(Insert additional understanding related to City provided information supporting the project, if any.)*

ARTICLE V – Compensation: The CITY shall compensate the CONSULTANT in exchange for completed and accepted services described herein, and in the manner stipulated in "ARTICLE V – Compensation of the Contract for Professional Services- Continuing: Contract 1307-1022 >lump sum fee **(OR)** >hourly rate with a budget estimate *(pick one compensation method)* **\$ (fill in total stated below)**, further described and/or itemized below.

(SAMPLE illustrated below:)

Part I	Surveying	\$
Part II	Conceptual Design	\$
Part III	Construction Documents	\$
Part IV	Bidding	\$
Part V	Construction Administration	\$

Reimbursable Expenses \$

TOTAL \$

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

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate original and effective this ____ day of _____, 20____.

WITNESSES:

THE CITY OF DAYTONA BEACH

By: _____
Glenn Ritchey, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

WITNESSES:

TETRA TECH, INC.

DRAFT

By: (DO NOT SIGN THIS DRAFT)

Name Typed: _____

Attest: _____

APPROVED AS TO LEGAL FORM

Robert G Brown, City Attorney

STATE OF _____

_____ COUNTY

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

DRAFT

Notary Public
Commission Expires _____

STATE OF FLORIDA
VOLUSIA COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared **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 subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public

Commission Expires _____

EXHIBIT C
FEE SCHEDULE



TETRA TECH

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

RFQ #1307-1022
Proposed Hourly Rates
Updated October 30, 2007


Base Rate	100%
Overhead & Fringe Benefits	167%
Subtotal	267%
Profit (10%)	0.27
Multiplier	2.94%

Individual classification for personnel hourly rates are as follows

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Principal/Program Manager	\$68.03	2.94	200.00
Senior Project Manager	\$68.03	2.94	200.00
Project Manager	\$57.63	2.94	169.43
Project Engineer	\$43.67	2.94	128.39
Staff Engineer	\$45.62	2.94	134.12
Technician / Designer	\$34.43	2.94	101.22
CADD Technician	\$28.30	2.94	83.20
Senior Admin Assist	\$25.32	2.94	74.44
Admin Assist	\$13.65	2.94	40.13
Survey Manager	\$44.90	2.94	132.01
Registered Surveyor	\$28.46	2.94	83.67
2-Person Survey Crew	\$33.47	2.94	98.40
3-Person Survey Crew	N/A- Tetra Tech only uses 2 person survey crews		

Notes

1. Architectural and landscape architectural services will be provided by M/WBE sub-consultant
2. Geotechnical services will be provided by Ardaman & Associates, Inc
3. Landscape architecture services will be provided by Borrelli and Partners


Rates certified by:

Jill Hudkins, P.E.

Vice President, Tetra Tech

gjh/mlr\FY 2007\012581\rev. rate schedule.xls\011805

ATTACHMENT B
CONTINUING PROFESSIONAL ENGINEERING SERVICES
FOR POTABLE WATER AND WASTEWATER PLANT FACILITY DESIGN

RFQ # 1307-1022
Proposed Non-Labor Reimbursables

Binders	1.00
Blueprint	1.95
Copies BW 11x17	0.09
Copies BW 24x36 fit	2.20
Copies BW 8.5x11	0.06
Copies Color 11x17	0.20
Copies Color 8.5x11	0.15
Mileage	0.49
Plotter - Bond	0.80
Plotter - Mylar	3.00
Plotter - Vellum	1.00
Resident Eng. Equip	19.00

ARDAMAN & ASSOCIATES, INC.

January 17, 2008

TOTAL ACCEPTABLE MULTIPLIER : 3.0000
(TAM)

POSITION / CLASSIFICATION	AVERAGE SALARY	MULTIPLIER (%)	LOADED BILLING RATE
PRINCIPAL ENGINEER	\$48.08	3.0	\$144.24
SENIOR PROJECT ENGINEER	\$44.20	3.0	\$132.60
PROJECT ENGINEER / GEOLOGIST	\$34.37	3.0	\$103.11
STAFF ENGINEER / GEOLOGIST	\$25.84	3.0	\$77.52
SENIOR ENGINEERING TECHNICIAN	\$21.00	3.0	\$63.00
ENGINEERING TECHNICIAN	\$17.40	3.0	\$52.20
CADD TECHNICIAN	\$20.75	3.0	\$62.25
SECRETARY	\$15.20	3.0	\$45.60

ARDAMAN & ASSOCIATES, INC.
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
CITY OF DAYTONA BEACH
FEE SCHEDULE 2008

CONCRETE SAMPLING AND TESTING

Cylinder samples (up to 5 cylinders per set): molding, curing, and strength testing (ASTM C-31 and C-39). Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.

\$80.00/set

\$15.00/cylinder

Additional cylinders

Technician time due to construction delays in excess of 1.0 hours portal to portal on the date cylinders are made

Hourly Tech. Rate

Technician time transporting cylinders from site to laboratory if no other work is required

Hourly Tech. Rate

Curing and strength testing samples delivered to our laboratory (ASTM C-39)

\$15.00/cylinder

Continuous monitoring of concrete placement and/or extra slump and temperature tests

Hourly Tech. Rate

Additional Slump tests (ASTM C-143)

\$15.00/test

Air entrainment (ASTM C-173)

\$25.00/test

Unit weight

\$25.00/test

Yield tests

\$25.00/test

Mix design (including test of fine and coarse aggregate and 6 confirmatory cylinders per mix)

\$600.00/each

Verification of mix design

\$200.00/each

Fineness modules

\$35.00/each

Concrete Plant Monitoring by Senior Technician

Hourly Tech. Rate

Concrete blocks. Strength tests (determined by gross area)

\$35.00/block

Concrete blocks. Absorption and strength tests (net area)

\$120.00/set of 3

Block Prism Assembly

\$250.00/set of 3

Flexural Strength Beams (up to 3 beams) \$30.00 each additional beam

\$150.00/set of 3

Test beams made by others

\$35.00/each

Grout Prisms 3/set (blocks supplied by others)

\$80.00/set

Mortar Cubes

\$80.00/set

Concrete Slab Moisture Vapor Tests (Not Including Technician Time)

Cost +10%

FLOOR FLATNESS

Floor Flatness Test (Including Technician Time and Final Report), Lump Sum

\$1,200.00/each

ARDAMAN & ASSOCIATES, INC.
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
CITY OF DAYTONA BEACH
FEE SCHEDULE 2008

2

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT

Coring and testing of cored samples:

Technician time (two-man crew)	Hourly Tech. Rate
Mobilization of coring equipment	\$100.00/trip
With power supplied	\$150.00/trip
Without power supplied	\$20.00/core
Trimming, capping and strength test (ASTM C-42)	\$15.00/core
Depth measurement	\$32.00/each
Shotcrete panels made by others (panel cores & strength tests)	
(Shotcrete panel p/u will be charged @ hourly technician rate portal to portal)	
Shotcrete cores for absorption (ASTM C642)	\$42.00/each

Reinforcing Steel Location: (Profometer)

Equipment use	\$75.00/trip
Senior Inspector/Technician	Hourly Tech. Rate

Swiss Hammer or Windsor Probe Testing:

Mobilization of equipment	\$50.00/trip
Senior Inspector/Technician	Hourly Tech. Rate
Windsor Probe Loads	Cost +10%

SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES

Monitoring of the removal of deleterious soils or materials.
 Inspection of placement and compaction of fill material.
 Penetrometer tests. Sampling of natural or fill material.
 Inspection of borrow areas.

Engineering technician	Hourly Tech. Rate
Senior Engineering technician	Hourly Tech. Rate

Density Tests:

In-situ density tests, nuclear or dry sleeve method (minimum of five per trip)	\$26.00/test
In-situ density tests, sand cone test (minimum of three per trip) (local area only)	\$36.00/test
Engineering technician, as needed	Hourly Tech. Rate
Sampling of natural or fill material for laboratory testing by Engineering technician	Hourly Tech. Rate
Field Permeability/percolation test	\$250.00/each
Double ring infiltration	\$480.00/each

Soil Cement

Design in Accordance with PCA "Short Cut Procedures for Sandy Soils"	\$450.00/each
For Wet/Dry Testing Add to above item for Each Cement Content	\$225.00/each
Laboratory Testing of Compressive Strength Test Specimens for Construction Control	\$90.00/set
Depth Verification of Base Coarse and/or Stabilized Subgrade	\$33.00/each
Field Inspector by Senior Technician	Hourly tech. Rate

ARDAMAN & ASSOCIATES, INC.
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
CITY OF DAYTONA BEACH
FEE SCHEDULE 2008

3

SOIL AND ROCK LABORATORY TESTING (SAMPLING CHARGE NOT INCLUDED)

Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor	\$90.00/each
Soil Cement Field Proctor (ASTM D-558)	\$90.00/each
Moisture content (ASTM D-2216)	\$12.00/each
Organic content \$26.50/each	
Sieve Analysis (ASTM D-421, D-422)	\$55.00/each
Sieve Analysis (Rock)	\$65.00/each
Atterberg limits (ASTM D-423, D-424)	\$94.00/each
Limerock Bearing Ratio	\$325.00/each
Florida Bearing Value (FBV)	\$35.00/each
Soil cement design	\$450.00/each
Soil cement field pills (3/set or technician time \$35.00/hour)	\$75.00/each
Percent fines	\$30.00/each
California Bearing Ratio (CBR)	\$302.50/each
Carbonate content determinations	\$125.00/test
Corrosion series (soil PH, sulfate, chloride & resistivity)	\$140.00/each
Los Angeles Abrasion	\$250.00/each
Soundness - Sodium	\$80.00/sieve size
Soundness - Magnesium	\$85.00/sieve size*
(plus material supply charges)	
Specific Gravity of Fine Aggregate	\$65.00/each
Laboratory Permeability (K _z 10-5 CM/SEC)	\$150.00/test

ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING

Engineering technician time for field sampling	Hourly Tech. Rate
<u>Coring:</u>	
Mobilization of coring equipment:	
With power supplied	\$100.00/trip
Without power supplied	\$150.00/trip
Certified Engineering Inspector/Technician to inspect preparation of base course/surface installation or plant control	Hourly Tech. Rate
Asphalt mix designs (Marshall Design Method)	\$750.00/design
Marshall Stability and Flow Test (Includes pill densities)	\$125.00/test
Extraction and gradation tests (sampled hot)	\$125.00/test
Extraction and gradation tests (sampled from pavement)	\$100.00/test
Density tests	\$26.00/test
Depth measurements	\$33.00/test
Asphalt cores (Not including mobilization or technician time for coring)	\$30.00/each

STRUCTURAL STEEL INSPECTION:

Field inspection for visual examination of welds and/or bolt torque by Senior Engineering Inspector/Technician (safe access to test areas provided by contractor)	Hourly Tech. Rate
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SPRAYED ON FIREPROOFING:

Depth measurements & sampling	Hourly Tech Rate
Adhesion Testing	Hourly Tech. Rate
Unit Weight (Lab)	\$50.00/sample

**ARDAMAN & ASSOCIATES, INC.
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
CITY OF DAYTONA BEACH
FEE SCHEDULE 2008**

4

STATIC PILE LOAD TEST

Mobilization of Equipment	\$100.00/trip
Load Test (includes calibrated equipment such as gauges, wire lines, etc.)	\$750.00/test
Monitoring of Load Test by Senior Engineering Inspector/Technician	Hourly Tech. Rate
Senior Project Engineer	\$130.00/hour

VIBRATION MONITORING

Mobilization of Equipment	\$100.00/trip
Senior Engineering Inspector/Technician	Hourly Tech. Rate
Senior Project Engineer	\$130.00/hour

TRAVEL CHARGES:

Charge to be determined by project (most projects are billed portal to portal)	\$0.41/mile
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OVERTIME AND HOLIDAY

Charges will be increased 25% for work performed during weekends, official holidays, and during weekdays on hours exceeding 8.0 hours per day or 40 hours per week.

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH
FEE SCHEDULE 2008
PROFESSIONAL, TESTING AND SUPPORT SERVICES

PROFESSIONAL SERVICES

Principal Engineer	Per Hour	\$144.24
Senior Project Engineer	Per Hour	\$132.60
Project Engineer / Geologist	Per Hour	\$103.11
Staff Engineer /Geologist	Per Hour	\$ 77.52

**CONSTRUCTION MONITORING AND
FIELD/LABORATORY TESTING SERVICES**

Senior Field/Lab Technician	Per Hour	\$ 63.00
Field/Lab Technician I	Per Hour	\$ 52.20

SUPPORT SERVICES

CADD Technical Draftsman	Per Hour	\$ 62.25
Technical Secretary	Per Hour	\$ 45.60

MISCELLANEOUS EXPENSES

Outside Services and Expenses	Per Job	At Cost + 10%
Printing and Reproduction	Per Job	At Cost + 10%
Copying	Per Page	\$ 0.10
Color Copying	Per Page	\$ 0.50
Mileage (Automobile)	Per Mile	\$ 0.42
Mileage (Truck)	Per Mile	\$ 0.58

**CITY OF DAYTONA BEACH FEE SCHEDULE*2008
SUBSURFACE FIELD EXPLORATION**

(Page 1 of 2)

MOBILIZATION/DEMOLIBILIZATION

Mobilization and Demobilization

- Men and Equipment (Minimum \$250.00)
- Portable Barge (Minimum \$6,000.00)

Per Job
Per Job

Price on Request
Price on Request

STANDARD DRILLING

All Terrain Vehicle

Add'l Price Per LF
Per Lineal Foot

\$ 1.00
\$ 9.00

Auger Borings (4-inch)

Wash Borings - Cuttings Only (up to 3 inch)

- Soil drilling
- Rock drilling

Per Lineal Foot
Per Lineal Foot

\$ 7.00
\$ 11.00

Standard Penetration Test (SPT) Borings

(ASTM D-1586) in soil (N-values <50):

- from surface to 50 feet
- from 50 feet to 100 feet
- from 100 feet to 125 feet
- from 125 feet to 150 feet

Per Lineal Foot
Per Lineal Foot
Per Lineal Foot
Per Lineal Foot

\$ 12.50
\$ 15.00
\$ 20.00
\$ 25.00

**Standard Penetration Test (SPT) Borings in
high resistance soil/rock (N-values >50)**

Add'l Price Per LF

\$ 3.00

Furnish, Install, and Remove Casing (up to 4-inch):

- from surface to 50 feet
- from 50 feet to 100 feet
- from 100 feet to 150 feet

Per Lineal Foot
Per Lineal Foot
Per Lineal Foot
Per Crew-Hour
Per Crew-Hour

\$ 8.00
\$ 10.00
\$ 12.75
\$ 170.00
\$ 195.00

Drilling (Time Basis)/2 man-crew

Drilling (Time Basis)/3 man-crew

Rock Coring (N or H size)

- from surface to 50 feet
- from 50 feet to 100 feet
- from 100 feet to 150 feet

Per Lineal Foot
Per Lineal Foot
Per Lineal Foot

\$ 34.00
\$ 36.00
\$ 41.00

SAMPLING

Additional SPT and Samples

- from 10 feet to 25 feet
- from 25 feet to 50 feet
- from 50 feet to 100 feet
- from 100 feet to 125 feet
- from 125 feet to 150 feet

Per Additional Sample
Per Additional Sample
Per Additional Sample
Per Additional Sample
Per Additional Sample

\$ 26.00
\$ 29.00
\$ 32.00
\$ 37.00
\$ 46.00

Undisturbed Samples

- Shelby Tube
- Fixed-Piston Shelby, Osterberg, Pitcher

Per Sample
Per Sample

\$ 118.00
\$ 145.00

FIELD PERMEABILITY

- Field Permeability Test in Cased Borehole
Less than 10' Deep
- Double Ring Infil-trometer Test

Per Test
Per Test

\$ 260.00
\$ 480.00

SOUNDINGS

Electric Dutch Cone Soundings

Piezocene Soundings

Muck Probing/Clay Sampling

Electric Dutch Cone Soundings (Time Basis)

Piezocene/Piezoprobe Soundings (Time Basis)

Piezocene Dissipation Monitoring

Piezoprobe Dissipation Monitoring

Per Lineal Foot
Per Lineal Foot
Per Crew-Hour
Per Crew-Hour
Per Crew-Hour
Per Crew-Hour
Per Crew-Hour

\$ 11.00
\$ 12.50
\$ 155.00
\$ 175.00
\$ 195.00
\$ 195.00
\$ 155.00

OTHER CHARGES

Clearing Difficult Access, Hole Location and Set-Up

Standby Time

Piezometer and Well Installation (plus materials)

Bore Hole Grouting and Sealing (plus materials)

Well Clearing/Sensitivity Test/Water Level Reading

Double Ring Infiltration Test

Air Boat Use

Support Water Truck Use

Instrumentation Unit Use

Lodging and Subsistence

Materials & Supplies

Per Crew-Hour
Per Crew-Hour
Per Crew-Hour
Per Crew-Hour
Per Crew-Hour
Per Test
Per Day
Per Day
Per Day
Per Crewman-Day
Per Job

\$ 155.00
\$ 155.00
\$ 170.00
\$ 170.00
\$ 155.00
\$ 500.00
\$ 320.00
\$ 125.00
\$ 240.00
\$ 100.00
At Cost + 10%

**CITY OF DAYTONA BEACH FEE SCHEDULE*2008
SUBSURFACE FIELD EXPLORATION**

(Page 2 of 2)

GENERAL FIELD EQUIPMENT

Data Logger	Per Day	\$ 350.00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	\$ 120.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$ 150.00
Methane Detector	Per Day	\$ 120.00
Explosimeter	Per Day	\$ 75.00
Generator	Per Day	\$ 125.00
Steam Cleaner	Per Day	\$ 125.00
Surveying Equipment	Per Day	\$ 70.00
Centrifugal Development Pump	Per Day	\$ 55.00
Submersible Development Pump	Per Day	\$ 230.00
Peristaltic Purging Pump	Per Day	\$ 55.00
Magnetometer	Per Day	\$ 57.00
Product/Water Interface Probe	Per Day	\$ 74.00
pH/Conductivity Meter	Per Day	\$ 25.00
Turbidity Meter	Per Day	\$ 59.00
Dissolved Oxygen Meter	Per Day	\$ 108.00
Water Level Indicator	Per Day	\$ 22.00
Bailer Usage	Per Day	\$ 25.00
Concrete Saw	Per Day	\$ 128.00
Vibration Monitor	Per Day	\$ 245.00

EXPENDABLE SUPPLIES

High Capacity (1 or 0.45 micron) Filter	Each	\$ 26.00
Disposable Teflon Bailer	Each	\$ 24.00
Disposable Polyethylene Bailer	Each	\$ 17.00
Disposable Free Product Bailer	Each	\$ 26.00
Isopropyl Alcohol (decontamination)	Per Gallon	\$ 19.00
Deionized Water (decontamination)	Per Five Gallons	\$ 14.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$ 14.00
Tygon Tubing	Per Foot	\$ 2.70
Polyethylene Tubing	Per Foot	\$ 0.60
55-gallon Drum	Each	\$ 80.00

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	\$ 250.00
AGI Sting R1-IP	Per Day	\$ 240.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the standard unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices, and for performance of packer tests will be determined per project.

**CITY OF DAYTONA BEACH FEE SCHEDULE 2008
LABORATORY SOIL TESTING SERVICES**

CLASSIFICATION TESTS

Moisture Content (ASTM D-2216)	Each	\$ 11.50
Organic Content		
Loss on Ignition (ASTM D-2974)	Each	\$ 26.50
Wet Combustion (AASHTO T-194)	Each	\$ 93.50
Unit Weight/Classification of Undisturbed Sample	Each	\$ 49.50
Grain Size Distribution		
Sieve Analysis (ASTM D-421, D-422)	Each	\$ 41.50
Fines Content (ASTM D-1140)	Each	\$ 27.50
Hydrometer Analysis (ASTM D-422)	Each	\$ 93.50
Atterberg Limits (ASTM D-4318)		
Plasticity Index Less than 150%	Per Set	\$ 94.00
Plasticity Index Greater than 150%	Add'l Per Set	\$ 59.00
Shrinkage Limit (ASTM D-4943)	Each	\$ 73.00
Specific Gravity (ASTM D-854)	Each	\$ 83.00
Marsh Funnel Viscosity (API 13B-1)	Each	\$ 19.00
Slump Cone (ASTM C-143)	Each	\$ 19.00
Effective Porosity (ASTM D-2325 at 1/3 atm)	Each	\$ 60.00

COMPACTION TESTS

Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)		
Up to 5 Points	Per Test	\$ 90.00
More than 5 Points	Per Add'l Point	\$ 11.00
Plasticity Index Greater than 20%	Add'l Per Test	\$105.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	\$100.00
Limerock Bearing Ratio (3 Points)	Per Set	\$325.00

CONSOLIDATION TESTS

Incremental Consolidation Test (ASTM D-2435)		
Up to Ten Load or Unload Increments	Per Test	\$425.00
More than Ten Load or Unload Increments	Per Add'l Increment	\$ 36.50
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$530.00
Settling Test (D=10cm; Ho=30cm)	Each	\$100.00

PERMEABILITY TESTS

Permeability Test on Sand (ASTM D-2434)	Each	\$150.00
Permeability Test on Fine Grained Soil (ASTM D-5084)		
Hydraulic Conductivity $>10^{-6}$ cm/sec	Each	\$210.00
Hydraulic Conductivity $<10^{-6}$ cm/sec	Each	\$330.00
Permeation with Fluid Other Than Water	Add'l Per Test	\$150.00

STRENGTH TESTS

Strength Index Tests (Torvane, Penetrometer)	Each	\$ 5.00
Vane Shear Test (ASTM D-4648)	Each	\$ 19.00
Unconfined Compression Test (ASTM D-2166)		
Strength Only	Each	\$ 46.50
With Stress-Strain Curve	Each	\$ 88.00
Triaxial Tests		
Unconsolidated-Undrained (ASTM D-2850)	Each	\$175.00
Unconsolidated-Undrained (with pore pressure response)	Each	\$420.00
Consolidated-Undrained (with pore pressure measurement)	Each	\$420.00
Consolidated-Drained on Sands	Each	\$320.00
Consolidated-Drained on Fine Grained Soils	Each	\$460.00
Use of Fluid Other Than Water	Add'l Per Test	\$150.00
Direct Shear Tests		
Conventional 2.3" Box Shear (ASTM D-3080)	Per Normal Load	\$200.00
2.3" Box Shear With Stress Reversals	Per Normal Load	\$330.00
2.3" Box Shear With Geosynthetics	Per Normal Load	\$215.00
Angle of Repose	Each	\$ 45.00
Split Tensile for Rock Cores (ASTM D-3967)	Each	\$115.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at \$29.00 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of \$17.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

CITY OF DAYTONA BEACH FEE SCHEDULE 2008
LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES

CHEMICAL TESTS

pH (FM5-550)	Each	\$ 6.25
Specific Conductance (FM3-D 1125)	Each	\$ 7.25
Sulfate (FM5-553)	Each	\$ 37.50
Chloride (FM5-552)	Each	\$ 37.50
Soil pH (FM5-550)	Each	\$ 37.50
Soil Specific Conductance	Each	\$ 38.00
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$ 39.50
Carbonate Content (ASTM D 4373)	Each	\$ 59.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	\$119.50
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	\$145.50

GEOSYNTHETICS

Geomembrane Thickness (ASTM D-751, D-5199 or D-5994)	Per Sample	\$ 15.00
Geomembrane Density (ASTM D-792)	Per Sample	\$ 30.00
Geomembrane Tensile Strength (ASTM D-638 or D-6693)	Per Set	\$ 75.00
Geomembrane Tear Resistance (ASTM D-1004)	Per Set	\$ 65.00
Geomembrane Seams (ASTM D-4437 or D-6392)		
• 5 Peel and 5 Shear Specimens	Per Set	\$ 45.00
• 10 Peel & 5 Shear Specimens	Per Set	\$ 65.00
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	\$ 75.00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	\$ 90.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$ 30.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$ 15.00
Geotextile Seam Strength (ASTM D-4884)	Per Sample	\$ 50.00
Interface Direct Shear (ASTM D-5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	\$250.00
• Geosynthetic to Soil	Per Normal Stress	\$350.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at \$29.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

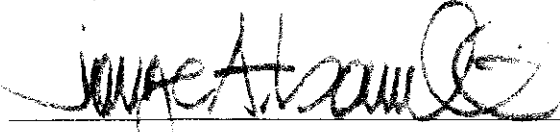


BORRELLI & PARTNERS
ARCHITECTS

2008 BILLING RATE SCHEDULE

Description	Billing Rate		
ARCHITECTURAL PRINCIPALS:	RAW RATE:	MULTP.	BILL RATE:
Architect / Landscape Architect			
Interior Designer - Principals	\$62.93	2.94	\$185.00
ARCHITECTURAL STAFF			
Project Manager	\$54.42	2.94	\$160.00
Project Architect	\$45.92	2.94	\$135.00
Project Landscape Architect	\$45.92	2.94	\$135.00
Landscape Designer	\$37.42	2.94	\$110.00
Irrigation Designer	\$37.42	2.94	\$110.00
Architectural Designer	\$37.42	2.94	\$110.00
Interior Designer	\$37.42	2.94	\$110.00
Architectural Spec. Writer	\$44.23	2.94	\$130.00
Architectural Technical Staff	\$35.71	2.94	\$105.00
SUPPORT STAFF			
Bookkeeper / Secretarial	\$30.61	2.94	\$ 90.00
A/E FIELD REPRESENTATIVE			
Field Representative	\$44.23	2.94	\$130.00

I hereby certify that the above rates are true and correct.


 Jorge A. Borrelli, President Date

JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008 JULY 1, 2008

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08/01/2008 BY 60322

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE**

Page 1 of 3

DATE
01/24/2008

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tetra Tech, Inc. 201 East Pine St. Suite 1000 Orlando, FL 32801		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: ACE American Insurance Company	22667-012
		INSURER B: American International Specialty Lines In	26883-001
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab. <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	HD0G23734825	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISAH08238431	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 50,000	XOOG23886005	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AOS WLRC44479886 WI SCFC44479898	10/1/2007 10/1/2007	10/1/2008 10/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Professional Liability Contractor's Pollution Liability	1952583	10/1/2007	10/1/2008	\$5,000,000. Each Claim \$5,000,000. Aggregate \$250,000 Deductible Each claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Stop Gap coverage for the following states: OH, ND, WA, WV, WY

Certificate Duration: 10/01/07 - 10/01/08

Re: RFQ 1022 for continuing Professional Engineering Services for Potable Water & Waste Water Plant Facility Design.

CERTIFICATE HOLDER**CANCELLATION**City of Daytona Beach
Attn: Frank Van Pelt, CPM
3651 LPGA Blvd.
Daytona Beach, FL 32124

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Willis**CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE
01/24/2008

PRODUCER

877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

Tetra Tech, Inc.
201 East Pine St.
Suite 1000
Orlando, FL 32801INSURER A: ACE American Insurance Company

22667-012

INSURER B: American International Specialty Lines In

26883-001

INSURER C:

INSURER D:

INSURER E:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is agreed that City of Daytona Beach is included as an Additional Insured as respects to
General and Auto Liability as required by contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.