

10/11/17

**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 **Carollo Engineers**, 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 **3.00** for services rendered by employees assigned to the project. Reimbursable expenses associated with the Work Authorization shall be invoiced to the CITY at the actual cost incurred by the CONSULTANT. The not-to-exceed budget estimate shall be negotiated prior to the start of CONSULTANT'S services. The budget estimate can be exceeded only upon written amendment to the Work Authorization.

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

**SUB-CONSULTANT(S):**

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

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

**ARTICLE VI – Method of Payment:** The CONSULTANT shall invoice the CITY no greater than once monthly and such invoices shall contain a Progress Certification Statement. The statement shall state that the Work is completed to at least the percentage shown on the invoice and further supported by adequate documentation to justify the percentage completed, to the satisfaction of the CITY. The CITY shall pay monthly progress invoices based upon the CITY'S review and approval of the Work.

All monthly invoices submitted by the CONSULTANT and approved by the CITY shall be due and payable within 30 calendar days after such approval. The CITY agrees not to unreasonably withhold its approval of invoices submitted in compliance with the terms of this Contract.

The method of payment for services provided as part of appended Work of this Contract shall be negotiated to the satisfaction of both parties, with final authorization being subject to CITY approval.

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

It is agreed by and between each of the parties hereto, respectively, that each of the parties shall have, and there is hereby reserved to such parties and each of them, the

right to cancel and terminate this Contract without cause, upon thirty (30) days written notice to the other party.

Further, it is covenanted and agreed by and between the parties hereto, and each of them, respectively, that upon the expiration of such thirty (30) day period from the notice of cancellation by either party, as herein provided, this Contract shall cease, and thereafter each of the parties shall be released from further liability under the terms hereof.

It is further covenanted and agreed by and between the parties hereto, that in case or in the event this Contract shall be canceled as herein provided, the CITY will pay unto the CONSULTANT all amounts earned and due under the terms hereof as of date of cancellation. The CONSULTANT agrees that upon receipt of full payment, all documents will immediately be transmitted to the CITY for the CITY'S use in accordance with the terms of this Contract.

**ARTICLE VIII – Ownership of Documents:** All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed during the term of and in accordance with the provisions of this Contract shall be the property of the CITY and delivered to the CITY upon demand, provided the payment of fees has been received by CONSULTANT in accordance with the terms of this Contract.

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 23<sup>rd</sup> day July, 2008, effective as of the 16<sup>th</sup> day of July, 2008.

**WITNESSES:**

Bonnie H. Cox

Bryan Goodman

**THE CITY OF DAYTONA BEACH**

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

Attest: Jennifer L. Thomas  
Jennifer Thomas, City Clerk

**WITNESSES:**

Deane W. Crawford

Paul Brown

Approved as to legal form

**CAROLLO ENGINEERS**

By: [Signature]  
(name typed)

Attest: [Signature]

Marie Hartman  
[Redacted] 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. Griffit

My commission expires on:



STATE OF Florida

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 25 day of Feb., 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Robert S. Cushing and Jerry Russell, well known to me to be Partners of **CAROLLO ENGINEERS** 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.

Notary Public

Diane H. Cranford

My commission expires on: July 21, 2008



**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](mailto: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](mailto: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 over-all 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 ~~strikethrough~~.

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 Carollo Engineers

BUSINESS ADDRESS 401 North Cattlemen Road Suite 306  
Sarasota, FL 34232

TELEPHONE NO. 941-371-9832

SIGNATURE: 

NAME TYPED: Robert S. Cushing, Partner

TITLE: Partner

DATE: 4-5-07

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 ~~strikethrough~~.

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

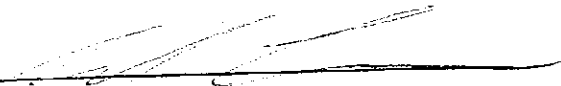
PROJECT: RFQ 1307-1022  
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE  
WATER AND WASTEWATER PLANT FACILITIES DESIGN

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 Carollo Engineers  
BUSINESS ADDRESS 401 North Cattlemen Road, Suite 306  
Sarasota, FL 34232  
TELEPHONE NO. 941-371-9832

SIGNATURE:   
NAME TYPED: Robert S. Cushing, Partner  
TITLE: Partner  
DATE: 4-9-07



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 Carollo Engineers

BUSINESS ADDRESS 401 North Cattlemen Road, Suite 306

Sarasota, FL 34232

TELEPHONE NO. 941-371-9832

SIGNATURE: 

NAME TYPED: Robert S. Cushing, Partner

TITLE: Partner

DATE: 4-9-07

**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", in the >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:**

**CAROLLO ENGINEERS**

**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 **CAROLLO ENGINEERS**, 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**

The City of Daytona Beach

Utilities Department  
3651 LPGA Boulevard  
Daytona Beach, FL 32124

CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR PLANT FACILITY  
DESIGN  
RFQ 1307-1022

2007 Hourly Rate Schedule for Carollo Engineers

The following schedule provides a maximum direct salary hourly rate for the disciplines which are likely to be engaged for the project of The City of Daytona Beach.

Category of Employee	Raw Rates	Break-even Multiplier	Billing Multiplier	Not to Exceed Hourly Rate
Officer	\$ 65.00	2.85	3.0	\$ 195.00
Project Manager	\$ 55.00	2.85	3.0	\$ 165.00
Task Leader	\$ 50.00	2.85	3.0	\$ 150.00
Technical Review	\$ 55.00	2.85	3.0	\$ 165.00
Administrative	\$ 23.00	2.85	3.0	\$ 69.00
Architectural	\$ 45.00	2.85	3.0	\$ 135.00
Electrical / I&C	\$ 45.00	2.85	3.0	\$ 135.00
Information Mgt / Mgt Consultant	\$ 55.00	2.85	3.0	\$ 165.00
O & M	\$ 34.00	2.85	3.0	\$ 102.00
Structural	\$ 45.00	2.85	3.0	\$ 135.00
CCI Cost Estimator	\$ 45.00	2.85	3.0	\$ 135.00
Professional II	\$ 45.00	2.85	3.0	\$ 135.00
Professional I	\$ 33.00	2.85	3.0	\$ 99.00
Designer	\$ 36.00	2.85	3.0	\$ 108.00
Drafter	\$ 27.00	2.85	3.0	\$ 81.00
Process / Mechanical Review	\$ 55.00	2.85	3.0	\$ 165.00

Project Equipment Communication Expense (PECE) Per Direct Labor Hour	9.00	
--	------	--

REIMBURSABLE EXPENSES	
Copies 8.5" x 11"	\$0.06
Copies 11" x 17"	\$0.20
Color Copies 8.5" x 11"	\$0.75
Color Copies 11" x 17"	\$1.75
Bond Copies 24" x 36"	\$1.50
Mylars 24" x 36"	\$12.00
GBC Binding	\$3.50
CD Coies	\$10.00
Travel	IRS rate per mile

Note: With our breakeven multiplier of 2.85 and total acceptable multiplier of 3.0, our profit is 5%.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID B7  
CAROLLO

DATE (MM/DD/YYYY)  
01/23/08

**PRODUCER**  
Brown & Brown Insurance of AZ  
2800 N. Central Ave., #1600  
P.O. Box 2800  
Phoenix AZ 85002-2800  
Phone: 602-277-6672

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**  
  
Carollo Engineers P.C.  
Risk Management Office  
3033 N. 44th Street, #101  
Phoenix AZ 85018

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty Co	0532
INSURER B:	Great American Insurance Co.	0255
INSURER C:	Charter Oak Fire	25615
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 ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	<b>GENERAL LIABILITY</b>	6300188B394TIL07	12/31/07	12/31/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$ 500000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				\$ 20000	
	<input checked="" type="checkbox"/> Contractual Liab				\$ 1000000	
	PROFESSIONAL LIAB EXCL	SEPARATE POLICY			GENERAL AGGREGATE	\$ 10000000
	GENTL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A X C	<b>AUTOMOBILE LIABILITY</b>	810995K5008TIL07 BA995K500807CAG TX	12/31/07 12/31/07	12/31/08 12/31/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	<b>EXCESS UMBRELLA LIABILITY</b>	TUU5595799	12/31/07	12/31/08	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 0					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	PFUB995K342107	12/31/07	12/31/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000
	ADDITIONAL INSURED DOES NOT APPLY TO WORK COMP					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 \*Except for 10 days notice for nonpayment of premium, except Workers Compensation. RE: Continuing Professional Services for Potable Water and Wastewater Plant Facilities Design, RFQ # 1307-1022, Carollo Job No.: Not yet assigned. The City of Daytona Beach is named as Additional Insured with respects to General Liability, Products and Completed Operations (CONT)

CERTIFICATE HOLDER	CANCELLATION
<p>City of Daytona Beach Attn: City Clerk P.O. Box 2451 Daytona Beach FL 32115-2451</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>CONTACT</del> MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>BY REGISTERED MAIL TO THE CERTIFICATE HOLDER'S LAST KNOWN ADDRESS OR BY FIRST CLASS MAIL TO THE CERTIFICATE HOLDER'S LAST KNOWN ADDRESS.</del></p> <p>AUTHORIZED REPRESENTATIVE <i>Dorothy L. Jamia</i></p>

**NOTEPAD:**

HOLDER CODE: B20000  
INSURED'S NAME: Galo, Jr, Engineers, P.C.

COMPANY CODE: 000000

DATE: 01/01/00

per form CGD246 (08/05) and to Auto Liability per form CAT301 (02/99).

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/23/08

**PRODUCER** 1-949-729-0777  
 Hilb Rogal & Hobbs  
 Professional Practice Insurance Brokers, Inc.  
 2030 Main Street  
 Suite 350  
 Irvine, CA 92614  
 Sandi Moreno

**INSURED**  
 Carollo Engineers P.C.  
 Risk Management Office  
 10540 TALBERT AVENUE, SUITE 200 EAST  
 FOUNTAIN VALLEY, CA 92708

**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.**

### INSURERS AFFORDING COVERAGE

INSURER A: ACE American Insurance Company  
 INSURER B:  
 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>OTHER Professional Liability</b>	G21656495004 Retroactive Date: Unlimited	07/04/07	07/04/08	Per Claim	\$ 1,000,000
					Aggregate	\$ 1,000,000
					Deductible	\$ 300,000

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

Continuing Professional Services for Potable Water and Wastewater Plant Facilities Design, RFQ #: 1307-1022  
 Carollo Project #: Not yet assigned.

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b> 10 Days Notice for Non-Payment of Premium
City of Daytona Beach		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>SO THAT HE OR SHE CAN TAKE THE NECESSARY ACTION TO PROTECT HIS OR HER INTERESTS IN THE POLICIES.</del>
City Clerk P.O. Box 2451 Daytona Beach, FL 32115-2451	USA	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

## **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.

**AMENDMENT NO. 1 TO CONTRACT 1307-1022  
CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the "CITY") and Carollo Engineers, Florida Corporation, ("CONSULTANT"), hereby agree to amend the above referenced Contract (the "Contract") approved by City Commission Resolution 08-177, as follows:

1. 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 parameters for the Project, such as deliverables and deadlines, consistent with the provisions of this Contract, and the CITY's purchase order. 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 the 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.

2. Article V is amended to read as follows:

**Article V - Fees; Limitations on Fees:** Each work authorization will set forth an amount for payment for the Project referenced. Payment will be established as either a not-to-exceed or fixed fee. In either instance the work authorization 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 provides 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 work authorizations providing an alternative basis for the fee.

Commencing in 2019, and every three years thereafter, CONSULTANT 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 18<sup>th</sup>). 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 the 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).

3. 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 work authorization provides that payment will be 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 services are completed, and in any event no more frequently than monthly. Where the work authorization 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 work authorization does not provide for partial payments, CONSULTANT will invoice the CITY only upon completion of the services described in the work authorization.

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.

4. Article XVII is added and reads as follows:

**Article XVII - Public Records Compliance.**

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

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

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

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

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



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

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

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

5. Article XVIII is added and reads as follows:

**Article XVIII - Dispute Resolution.** If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any other judicial remedies.

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

*B. Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection A proves unsuccessful or the Parties mutually waive the Subsection A procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

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

6. Article XIX is added and reads as follows:

**Article XIX - General Terms and Conditions.**

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

*B Assignments and Subcontracting.* No assignment or subcontracting will be permitted without the CITY's written approval

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

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

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

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

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

8. Exhibit C, "Fee Schedule" is replaced with the Fee Schedule attached hereto as Exhibit B-2. All references in the Contract to "Exhibit C" will hereafter be deemed to the Exhibit B-2, or to the Schedule currently in effect through formal Amendment as referenced above.

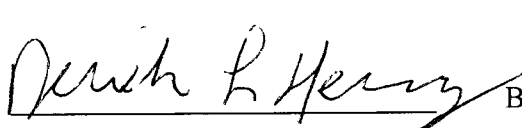
*(Remainder of page intentionally left blank. Amendment continues on following page.)*

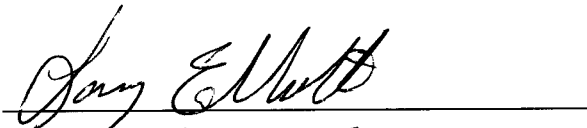
All other provisions of the Contract remain in full force and effect.

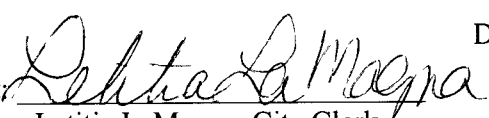
IN WITNESS WHEREOF, the City and the Consultant have set their hands and seals, effective on the date that the last party has signed below.

**The City**

**Consultant**

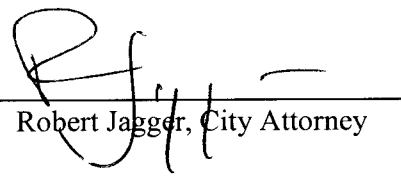
By:   
Derrick L. Henry, Mayor

By:   
Printed Name: LARRY ELLIOTT  
Title: SR VICE PRESIDENT  
Date: 10/13/16

Attest:   
Letitia LaMagna, City Clerk

Date: 11-11-16

Approved as to Legal Form:

By:   
Robert Jagger, City Attorney

CITY OF DAYTONA BEACH  
CONTINUING PROFESSIONAL SERVICES  
AMENDMENT TO CONTRACT NO. 1307-1022

EXHIBIT NO. B-2  
FEE SCHEDULE  
CAROLLO ENGINEERS INC.

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for our project with City of Daytona Beach.

Base Rate:	100.00%
Overhead & Fringe Benefits:	176.08%
Subtotal:	276.08%
Profit	8.70%
<b>OVERALL MULTIPLIER</b>	<b>3.00</b>

Individual classification for personnel hourly rates are as follows:

Labor Classification	Basic Hourly Rate	Overall Multiplier	Billable
<b>Engineers/Scientists</b>			
Assistant Professional ES I	\$35.39	3.00	\$106.17
Assistant Professional ES II	\$38.81	3.00	\$116.43
Professional ES III	\$44.53	3.00	\$133.59
Professional ES IV	\$51.03	3.00	\$153.09
Project Professional ES V	\$53.89	3.00	\$161.67
Project Professional ES VI	\$60.49	3.00	\$181.47
Lead Project Professional ES VII	\$66.10	3.00	\$198.30
Senior Professional ES VIII	\$76.90	3.00	\$230.70
<b>Engineering Technicians</b>			
Technician ET I	\$22.59	3.00	\$67.77
Technician ET II	\$25.20	3.00	\$75.60
Technician ET III	\$25.57	3.00	\$76.71
Technician ET IV	\$29.66	3.00	\$88.98
Senior Technician ET V	\$34.70	3.00	\$104.10
Senior Technician ET VI	\$37.66	3.00	\$112.98
Senior Technician ET VII	\$43.64	3.00	\$130.92
Senior Technician ET VIII	\$48.31	3.00	\$144.93
<b>Engineering Aides</b>			
Engineering Aides EA I	\$20.88	3.00	\$62.64
Engineering Aides EA II	\$22.48	3.00	\$67.22
Engineering Aides EA V	\$35.42	3.00	\$105.92
Engineering Aides EA VI	\$42.81	3.00	\$128.01
Engineering Aides EA VII	\$46.15	3.00	\$137.99
Engineering Aides EA VIII	\$50.66	3.00	\$151.49
<b>Office Staff</b>			
Admin/Clerical	\$23.73	3.00	\$70.96
Word Processing	\$25.19	3.00	\$75.33
Marketing/PC	\$35.73	3.00	\$106.84
<b>Construction Inspection</b>			

**Construction Inspection**

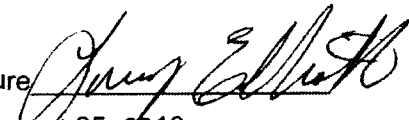
Inspector	\$31.00	3.00	\$93.00
Resident Engineer	\$42.23	3.00	\$126.71
Construction Manager	\$53.45	3.00	\$160.37

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, {\$195,000}, the agency shall require the firm receiving the award to execute a **truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.**

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

Larry E. Elliott, P.E. Senior Vice President

Printed Name & Title

Signature   
Date: August 25, 2016

**City of Daytona Beach  
Continuing Professional Services  
Carollo Engineers Inc.  
Summary of Potential Other Direct Costs**

Category	Unit	Cost
<b>Reproduction</b>		
B&W Copies (8.5"X11")	each	\$0.06
B&W Copies (8.5"X14")	each	\$0.11
B&W Copies (11"X17")	each	\$0.11
Blackline Copy (24"x36")	each	\$0.45
Color Copies (8.5"X11")	each	\$0.27
Color Copies (8.5"X14")	each	\$0.27
Color Copies (11"X17")	each	\$0.27
Color Copies (24"X36")	each	\$6.50
LightJet Photo Prints	s f.	\$9.13
5 Mil Gloss Laminate (8.5"X11")	each	\$2.34
Matte/Gloss Lamination	s f.	\$3.99
GBC Binding up to 1"	per book	\$3.50
GBC Binding 1"-2"	per book	\$4.50
Coil Binding	per book	\$5.00
3 Hole Drill	per book	\$0.57
Screw Post Binding	per book	\$3.50
Bind Plot Sets (11"X17")	set	\$0.34
Bind Plot Sets (24"X36")	set	\$0.46
Copy Tabs for Reports	each	\$0.40
Other Reprographic Services	each	at cost
<b>Materials</b>		
Bond Plots (22"X34")	each	\$0.93
Vellum Plots (24"X36")	each	\$2.12
Mylar Plots (24"X36")	each	\$4.11
Binder	each	at cost
8.5" x 11" Heavy Cover Stock	each	\$0.11
11"X17" Heavy Cover Stock	each	\$0.23
3/16" Foam Core Mount	s.f.	\$3.99
3/16" Gator Board Mount	s f.	\$5.14
DVD rewritable	each	\$4.00
<b>Electronic Media</b>		
Compact Disc write only	each	\$0.86
Compact Disc rewritable	each	\$1.31
DVD write only	each	\$1.14
DVD rewritable	each	\$4.00
<b>Communications</b>		
Facsimile (Long Distance)	minute	at cost
Phone Calls (Long Distance)	minute	at cost
Mobile Phone	minute	at cost

**City of Daytona Beach  
Continuing Professional Services  
Carollo Engineers Inc.  
Summary of Potential Other Direct Costs**

Category	Unit	Cost
<b>Mail</b>		
US Mail	each	at cost
Courier	each	at cost
Express Mail	each	at cost
<b>Miscellaneous</b>		
Legal Notices	each	at cost
Permit Application Fees	each	at cost
Field supplies	each	at cost
Water Level Analysis Equipment	day	at cost
Water Quality Analysis Equipment	day	at cost
<b>Travel<sup>(1)</sup></b>		
Per Diem	day	at cost
Mileage <sup>(3)</sup>	mile	at cost
Tolls	each	at cost
Hotel	day	at cost
Rental Car	day	at cost
Air fare	each	at cost
Meals - breakfast	each	\$6.00
Meals - lunch	each	\$11.00
Meals - Dinner	each	\$19.00
<b>Specialty Computer Software</b>	each	at cost

**Notes:**

- (1) Travel Costs will be in accordance with City's Travel Policy guidelines.
- (2) Where "at cost" is indicated in the Cost column, expenses will be passed on without markup.
- (3) Mileage costs will be at the approved Federal (IRS) standard mileage rates.
- (4) Travel and per diem charges shall not exceed the limits as set forth in the current Section 112.061 Florida Statutes. The values shown above are current as of the execution day of this contract.