

## CONTINUING PROFESSIONAL SERVICES CONTRACT CONTRACT NO. 6235-ES

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

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

**Section 1. Scope of Services.** CONSULTANT will provide professional stormwater and environmental engineering services to the CITY from time to time at the direction of the CITY during the Term of this Contract. Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of services that may be provided under this Contract.

All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONSULTANT during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

**Section 2. Services Must be Authorized in Writing.** This Contract, in and of itself, does not require the CONSULTANT to perform any services or provide payment for services rendered by the CONSULTANT. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by CITY purchase order issued in accordance with the CITY's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern. The purchase order may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

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

**Section 3. Basis for Payment; Fee Schedule.** Each purchase order will set forth an amount for payment. Payment will be established as a not-to-exceed amount or fixed fee. In either instance the purchase order will include sufficient documentation to describe the basis on which payment has been calculated. The fees charged will be consistent with the hourly rate schedule attached hereto and incorporated herein as Exhibit B, except when the City specifically approves otherwise for a specific purchase order. Only the City Commission, or for purchase orders funded by redevelopment trust funds, the Community Redevelopment Agency governing board, is authorized to approve purchase orders that are based on a modified fee schedule.

No additional compensation will be due CONSULTANT for any reason. Except to the extent that Exhibit B specifically provides for the CITY's reimbursement of CONSULTANT's costs and expenses, CONSULTANT's will fully bear those costs and expenses.

CONSULTANT warrants that CONSULTANT will use CONSULTANT's personnel efficiently, so that the services provided will be provided by competent persons at the approved hourly rate tier consistent with the standard for performance established herein.

**Section 4. Billing and Payment Procedure.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the Exhibits, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONSULTANT submits a proper invoice. CONSULTANT must separately invoice the CITY for each purchase order. 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 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.

**Section 5. Standard of Performance.** CONSULTANT's services will at a minimum meet the level care and skill ordinarily used by members of CONSULTANT's profession performing the type of services provided herein within the State of Florida.

**Section 6. Relationship between Parties.** This Contract does not create an employee-employer relationship between the CITY and CONSULTANT. CONSULTANT is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONSULTANT will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONSULTANT agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

**Section 7. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is five years, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The CITY will have the option to renew this Contract for up to two Terms of 2 year each, by providing CONSULTANT written notice at least 60 days before the end of the current Term.

**Section 8. Termination.**

(a) The CITY may by written notice to CONSULTANT terminate this Contract or any purchase order issued hereunder, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONSULTANT to fulfill its contractual obligations. Upon receipt of notice, CONSULTANT will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Contract, whether completed or in process.

(b) If the termination is for the CITY's convenience, CONSULTANT will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONSULTANT to fulfill its contractual obligations, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, the CONSULTANT will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby, unless the failure is due solely to a force majeure event as defined below.

(d) If after notice of termination for the CONSULTANT's failure to fulfill contractual obligations it is determined by the CITY or by a court of law that the CONSULTANT had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONSULTANT will be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**Section 9. Indemnification.** CONSULTANT will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the CONSULTANT's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "CONSULTANT," includes CONSULTANT's officers, employees, and agents, including subcontractors and other persons employed or used by CONSULTANT.

**Section 10. Insurance.** CONSULTANT will provide and maintain at CONSULTANT's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section 10. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

**(a) Coverage and Amounts.**

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONSULTANT, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

**(2) Liability Insurance**, including **(i) Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONSULTANT and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONSULTANT in the performance of this Contract.

THE POLICIES DESCRIBED IN THIS PARAGRAPH 10(a)(2) WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

**(3) Professional Liability Insurance**, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two year reporting tail beyond the annual expiration date of the policy.

**(b) Proof of Insurance.** CONSULTANT will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONSULTANT will not commence work until all

such proof of such insurance has been filed with and approved by the CITY. CONSULTANT will furnish such proof in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager  
The City of Daytona Beach  
P.O. Box 2451  
Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONSULTANT will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

**(c) Cancellation; Replacement Required.** CONSULTANT will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONSULTANT's prior knowledge CONSULTANT will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONSULTANT'S expense if CONSULTANT fails to do so.

**(d) Termination of Insurance.** CONSULTANT may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONSULTANT has received written notification from the Risk Management Division of the CITY that CONSULTANT may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONSULTANT if the request is made no earlier than two weeks before the work is to be completed.

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

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

**Section 11. Notices.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:  
Kimberly Dixon, Engineer II  
Daytona Beach Utilities  
125 Basin St., Suite 130  
Daytona Beach, FL 32114  
Phone: 386-671-8807  
Fax: 386-671-5963

To CONSULTANT:  
Richard W. Earp, P.E., Project Manager  
E Sciences, Inc.  
34 E. Pine St.  
Orlando, FL 32801  
Phone: 407-481-9006  
Fax: 407-481-9627

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 12. Personnel.** In order to induce the CITY into entering this Contract, CONSULTANT represents that Richard W. Earp, P.E., Project Manager, Sr. Engineer will generally perform or directly supervise the tasks assigned to CONSULTANT herein, and that CONSULTANT will not replace Richard W. Earp, P.E., Project Manager, Sr. Engineer without the CITY's prior written approval. CONSULTANT represents that CONSULTANT has or will secure at CONSULTANT's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 13. CITY's Responsibilities.** The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

**Section 14. Limitation on Waivers.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONSULTANT, will be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

**Section 15. 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 mediation procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will

include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

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

**Section 16. General Terms and Conditions.**

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

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

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

**(d) Truth in Negotiations Certificate.** CONSULTANT hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

**(e) No Third Party Beneficiaries.** There are no third party beneficiaries of CONSULTANT'S services under this Contract.

**(f) Contingency Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**(g) Nondiscrimination.** CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONSULTANT agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**(h) Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

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

**(j) Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

**(k) Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

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

**(m) Authority to Bind CONSULTANT.** The undersigned representative of CONSULTANT represents and warrants that he or she is fully authorized to bind CONSULTANT to the terms and conditions of this Contract.

**(n) Incorporation of RFP and Proposal.** The CITY's Request for Proposals 0513-3140 and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C. This Exhibit is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

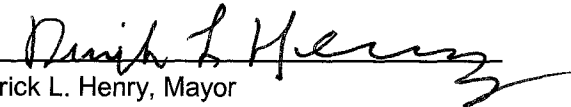
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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

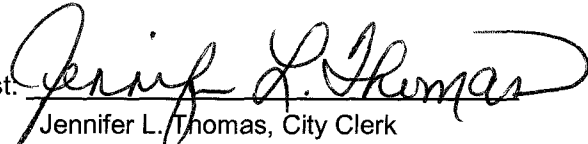
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

**THE CITY**

**CONSULTANT**

By:   
Derrick L. Henry, Mayor

By:   
Printed Name: JAMES S. BASSETT

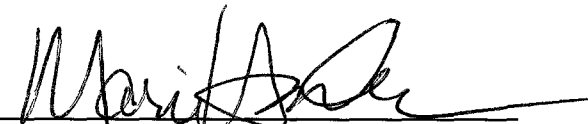
Attest:   
Jennifer L. Thomas, City Clerk

Title: V.P.

Date: March 20, 2013

Date: 2/20/13

Approved as to legal form:

By:   
Marie Hartman, City Attorney



**EXHIBIT A: Scope of Services**  
**Professional Stormwater and Environmental Engineering Services**  
**for the City of Daytona Beach, Florida**  
**Contract No. 6235**

**Scope of Services:**

The City of Daytona Beach is seeking the services of one or more professional engineering consultants to provide storm water and environmental services as required. This is a continuing services contract for the City's Utilities Department Stormwater Management Program. As the need for stormwater and environmental services arises, the consultant will provide a scope of work and a fee proposal for a specific task assignment. The scope of of services, fee proposal, and schedule shall be mutually agreed upon by the City and Consultant. A Purchase Order shall be issued to authorize performance of the work authorization subject to approval of the City Commission or the City Manager

Projects awarded under this continuing contract will be for work of a specified nature, i.e., Stormwater and Environmental Engineering, in accordance with Florida Statute 287.055.

Each continuing contract awarded pursuant to this Request for Proposals will have an initial Term of five years, and will provide the City the option for up to two Terms of two years each. Consultant to hold the hourly rates quoted firm for the life of the contract. The contracts awarded may also also list the consultant's key personnel who will be typically be responsible for overseeing task assignments; and if such key personnel are listed the contracts will also conditions the consultant's right to replace these personnel on the City's prior approval.

Tasks may include:

- National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
  - Collect, analyze and report data provided by various City Departments.
  - Prepare and deliver annual reports to the Florida Department of Environmental Protection (FDEP), provide response to FDEP requests for additional information, prepare and deliver Notice of Intent for 5 year NPDES permit cycles.
- Total Maximum Daily Load (TMDL) program assistance and implementation,
  - Identify Impaired Water Bodies and contributing point and non-point pollutant sources
  - Develop a basin management action plan (B-MAP) for long and short-term pollutant reductions.
  - Identify and procure funding for B-MAP
  - Develop strategy for monitoring, follow-up and plan revision to implement corrective actions to achieve target TMDL and restore water body to legally designated use.
- Watershed management planning,
  - Provide comprehensive evaluations of watershed-wide, stormwater related issues including water quality, control, conservation, flooding, aquifer recharge, and to present alternatives and recommendations for achieving the Level of Service Assistance in development of prioritized CIP program,

- Collect and gather data, analyze, prioritize, value engineer, and recommend Capital Improvement Projects (CIP) schedule based on public health and safety needs, capital costs and magnitude of impact to localized issues.
- Engineering analysis/design of capital improvement projects
  - Analysis and design of stormwater projects.
- Environmental Permitting
  - Apply for required environmental permits for each project;
  - Respond to all requests for additional information,
  - Procure required permit.
- Testing Services for NPDES and TMDL program compliance
  - Provide scheduled and emergency testing and monitoring services for water quality, quantity and illicit discharges.
- Other storm water/environmental needs that may arise
  - To be determined on a project specific basis. May include wetland determinations, wetland flagging and coordination with applicable regulatory agency, threatened and endangered species reports, permits and/or relocations.
  - Related coordination of certain additional services including landscape architecture design, surveying, structural engineering, traffic engineering, maintenance of traffic, geotechnical engineering, public outreach, local government and agency coordination, utility coordination, and environmental sciences, wildlife surveys, and public hearings.
- Funding/Grant Applications
  - Prepare and apply for funding and/or grants, respond to information requests, procure, administer and close out grants for the City's CIP projects and engineering studies.
- Bidding and Construction Phase Services:
  - Answer questions during the bidding process
  - Assist in the preparation of any required addenda
  - Attend a pre-bid conference
  - Review bids, prepare a bid tabulation sheet, and make recommendation for award.
  - Attend and administer a pre-construction conference.
  - Visit the site a predetermined number of times.
  - Determine if work is proceeding in accordance with the Contract Documents.
  - Issue necessary interpretations, clarifications and change orders as required.
  - Review and recommend approval or deny Shop Drawings, samples and other data which Contractor(s) are required to submit
  - Evaluates and determines the acceptability of substitute equipment and materials.
  - Reviews all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, code orders, or the Contract Documents
  - Reviews and approves payment
  - Project Closeout
  - Prepare as built

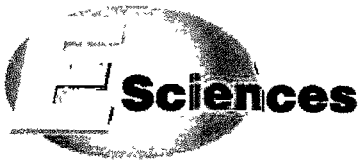
Each work authorization will set forth a detailed Scope of Services tailored to the specific needs of the City. The detailed Scope of Services may include:

- Project Coordination and Administration

- The Consultant shall coordinate the project team, organize, and lead the kickoff meeting of the project team.
  - The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services.
  - The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of construction documents.
  - The Consultant will organize and lead public involvement and stakeholder meetings. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
  - The Consultant's work is to be performed by the key personnel at the office location identified in the proposal. Any changes to personnel will be reviewed and approved by the City in writing.
  - The Consultant will organize and lead project status meetings and supply minutes of the meetings within one week of meeting.
  - Coordination of sub-consultants services is the responsibility of the Prime Consultant including satisfactory performance and schedule.
- Design Development
- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination.
  - The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations and conflicts.
  - The Consultant will work with the City's project manager and legal department to evaluate the impact of the design on adjacent properties.
  - The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawings shall include plans, elevations and sections.
  - Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to the project design.
  - The Consultant shall prepare complete design development plans to address revisions necessary based upon comments received during City and agency reviews.
  - The Consultant shall prepare alternatives for the sequencing, planning and timing of construction, and the maintenance of traffic for consideration by the City.
  - The Consultant shall prepare a statement of probable construction costs, phasing, value engineering alternatives and viable construction methods as necessary.
  - The Consultant shall prepare utility conflict sheets at 30%. The consultant shall prepare alternatives to resolve utility conflicts and costs associated with each alternative.
- Construction Documents
- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil and landscape architectural plans, and permit applications and permit drawings.
  - The Consultant shall prepare a preliminary and final statement of probable project cost.

- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, and 90% completion for review and approval.
- The Consultant shall coordinate and assemble technical specifications, design cover sheet and prepare an itemized bid form to be used in the bidding process.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.
- **Local Government, FDOT and Other Agency Coordination**
  - The Consultant may be responsible for coordination of their design activities with the listed groups to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction.
- **Deliverables will be project specific and may include, but not be limited to:**
  - All final reports/studies/plans shall be delivered in the form of three (3) bound Engineering Study and Recommendations Report or a bound Technical Memorandum, with signed and sealed original documents. All elements of the reports shall be provided on a CD in applicable format to include .pdf, word, .dwg and .jpg formats.
  - Final construction documents and all related project correspondence, reports and permits shall be provided to the City on CD in 24" x 36".pdf, 11"x17" .pdf format and AutoCADD format and version as determined by the City.
  - Final construction plan deliverables will include four (4) signed and sealed, bound sets of plans on 24" x 36" sheets, along with four sets of specifications, and one (1) set of final construction plans on 24" x 36" mylar (do we still need mylar?. Specifications shall be provided in Word; bid schedules in an Excel spreadsheet and both specifications and bid schedules in pdf format
  - Testing results will be forwarded to the City at an interval to be determined, in a bound notebook with synopsis of results and outstanding issues noted on the cover page.
  - Grant project deliverables will include all related project correspondence with the regulatory agencies, other interested parties, permits, plans, and specifications in two (2) bound Final Grant Reports suitable for grant close out by the applicable agency.
  - Administration of the grant after award and through the close out. The Consultant may be asked to respond to all requests for additional information.
  - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in AutoCAD or the ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statutes, Chapter 177.151.
  - AutoCAD files will follow the City's Utilities AutoCAD standard format.

All text and graphic information will be provided in the City standard MS Office software (MS Word, MS PowerPoint, etc.) and in the Adobe .PDF format, unless otherwise specified. This digital information is also to be provided on CDs or DVDs.



**E SCIENCES, INCORPORATED**  
**Schedule of Fees**  
**City of Daytona: Continuing Professional Service Agreement**


Class	<u>Base Hourly Rate</u>	Multiplier	Billable Rate 2013	Billable Rate with 3% Escalation 2014	Billable Rate with 3% Escalation 2015	Billable Rate with 3% Escalation 2016	Billable Rate with 3% Escalation 2017	5 Year Average Billable Rate
Principal	60.00	3.00	180.00	185.40	190.96	196.69	199.00*	188.26
Senior Professional	47.26	3.00	141.77	146.02	150.40	154.91	159.56	150.53
Project Manager	57.70	3.00	173.10	178.29	183.64	189.15	194.83	183.80
Project Professional	37.67	3.00	113.01	116.40	119.89	123.49	127.19	120.00
Staff Professional	23.08	3.00	69.24	71.32	73.46	75.66	77.93	73.52
Field Technician	21.09	3.00	63.27	65.17	67.12	69.14	71.21	67.18
GIS Analyst	35.00	3.00	105.00	108.15	111.39	114.74	118.18	111.49
CADD	25.00	3.00	75.00	77.25	79.57	81.95	84.41	79.64
Clerical	21.19	3.00	63.57	65.48	67.44	69.46	71.55	67.50

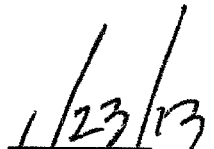
\* Capped at the City's request.

The above rates include all employees' wages, payroll burden, overhead and profit. Expenses will be proposed on a Task Work Order basis consistent with the assigned project.

Expert witness and litigation support hours will be invoiced at 1.5 times the hourly billing rate.

E Sciences typically provides annual salary increases based upon merit and financial performance. I certify that E Sciences has achieved an average salary escalation of 3% in 2011 and 5% in 2012, and we are proposing a salary escalation of 3% per year included in the rate calculation for this contract.

  
 \_\_\_\_\_  
**James S. Bassett**  
 Vice President

  
 \_\_\_\_\_  
 Date

**MGEC** MICHAEL GALURA  
ENGINEERING  
CONSULTANTS, LLC

3222 Corrine Drive, Suite H  
Orlando, Florida 32803  
ENGINEERING BUSINESS NUMBER 0025885

407/493-9983

**MICHAEL GALURA ENGINEERING CONSULTANTS, LLC**

**Michael B. Galura, P.E.  
President/Principal Engineer**

**2013 HOURLY RATES**

**ENGINEERING SERVICES**

**RATES**

Principal Engineer

\$110.00/per hour

**REIMBURSABLE EXPENSES**

Reproduction:

Blackline Bond Plots (24"x36")	\$0.60/per sheet
Blackline Plots (11"x17"/12"x18")	\$0.25/per sheet
Binding	\$0.25/set

Copies:

Black & White	\$0.14/per sheet
Color Copies (8-1/2"x11")	\$0.75/per sheet

Mileage:

\$0.50/Mile

Shipping/Delivery:

Actual Cost

Postage:

Actual Cost



1021 e robinson street, suite b  
orlando, fl 32801-2004  
407.422.1449 (office/fax)  
www.hhidesign.com  
florida license LCC000027  
M/WBE certified

## City of Daytona Beach Continuing Stormwater and Environmental Services

Prepared For: E Sciences

Prepared By: Judith Hayduck, VP of Finance

Prepared On: January 18, 2013

<u>Classification</u>	<u>Rate</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Principal	\$62.50	\$193.91	\$193.91	\$193.91
Landscape Architect	\$25.00	\$77.56	\$77.56	\$77.56
Graphic Designer	\$26.44	\$82.03	\$82.03	\$82.03
Admin/Clerical	\$22.60	\$70.12	\$70.12	\$70.12

<u>Expense Description</u>	<u>Unit Cost</u>
Blueline Prints 24" x 36"	\$3.00
Blueline Prints 36" x 48"	\$8.00
CAD Plotting (24" x 36")	\$1.80
Color Copies ( 8.5 x 11")	\$1.00
Color Copies (11" x 17")	\$2.00
Color Prints	\$12.00/sf
Compact Disks	\$5.00
Delivery	\$15.00
Mileage	\$0.50
Photocopies (8.5" x 11")	\$0.25
Photocopies (11" x 17")	\$0.50
Postage	\$0.45



DATE \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

COMPLETED BY \_\_\_\_\_

**ESCIENCES IN-HOUSE DIRECT EXPENSE LIST**

SERVICE DESCRIPTION	QTY EQUIP USED	SHORT NAME	E Sciences EQUIP. ID NO.	EQUIPMENT SERIAL NO.	BILLING CODE	QTY	UOM	PRICE	ALTERNATE PRICE*
<b>EQUIPMENT RENTAL</b>									
<b>QVA</b>									
MiniRAE							DAY	\$83.00	
ORGANIC VAPOR ANALYZER *R							DAY	\$100.00	
<b>WATER/INTERFACE PROBES</b>									
WATER LEVEL INDICATOR - HERON		HERON #1	000100	1762			DAY	\$20.00	
OIL/WATER INTERFACE METER		H2O MARK #1	000130	01-3866			DAY	\$55.00	
<b>PUMPS</b>									
GEOPUMP		GEOPUMP	000127	G0700558			DAY	\$31.00	
<b>METERS</b>									
COLOR-TEC FIELD SCREENING KIT		COLOR-TEC	000118				DAY	\$30.00	
HANNA TURBIDITY METER HI 93703		HANNA	000104	H108589			DAY	\$30.00	
LAMOTTE TURBIDITY METER 93703		2020E	000103	ME 10004			DAY	\$30.00	
WATER QUALITY MULTIMETER - YSI 556		YSI556	000102	05D2374			DAY	\$110.00	
<b>DISTANCE WHEELS</b>									
DISTANCE WHEEL									
ROLATAPE 300 MEASURING WHEEL		ROLATAPE #1	000105	095041-002106			DAY	\$10.00	
ROLATAPE 300 MEASURING WHEEL		ROLATAPE #2	000106	095041-002106			DAY	\$10.00	
ROLATAPE 300 MEASURING WHEEL		ROLATAPE #3	000106	095041-002106			DAY	\$10.00	
<b>MISC TOOLS</b>									
CLINOMETER									
CORE DRILL *R		DRILL					DAY	\$125.00	
DIAMETER TAPE									
DIAMETER TAPE									
GARMIN GPS 60		GARMIN 60		IDG022341					
GARMIN GPS 72		GARMIN 72		89374916					
GARMIN GPSmap 76		GARMIN 76		22101739					
GENERATOR *R		GENERATOR					DAY	\$105.00	
HAND AUGER (#1)		AUGER #1	000117				DAY	\$9.45	
HAND AUGER (32)		AUGER #2					DAY	\$9.45	
LAPTOP - FIELD									
LAPTOP - FIELD									
MACHETE		MACHETE							
MANHOLE PULLER		MH PULLER					DAY	\$2.00	
MEASURING TAPE - 25 FEET									
METAL DETECTOR *R		DETECTOR					DAY	\$21.62	
O&M Tool Kit (O)		TOOL KIT	000120				DAY	\$10.00	
POST HOLE DIGGER									
POST HOLE DIGGER									
POWER INVERTER		CHARGER							
QUAD - PVC METER									
QUAD - PVC METER									
RAIN GAUGE									
RAKE									
SEINE NET									
SHOVEL									





DATE \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

COMPLETED BY \_\_\_\_\_

**ESCIENCES IN-HOUSE DIRECT EXPENSE LIST**

SERVICE DESCRIPTION	QTY EQUIP USED	SHORT NAME	E Sciences EQUIP. ID NO.	EQUIPMENT SERIAL NO.	BILLING CODE	QTY	UOM	PRICE	ALTERNATE PRICE*
SOCKET SET		SOCKET	000112				DAY	\$5.00	
SPUD BAR									
SUB-SURFACE WATER SAMPLER									
SURVEY EQUIPMENT (Berger) *R (O)		BERGER	000109				DAY	\$38.84	
SURVEY ROD									
TOOLBOX PH II, PH III (MISC. TOOLS)		TOOLBOX	000113				DAY	\$10.00	
TRIMBLE GPS - Backpack		BACKPACK					DAY	\$50.00	
TRIMBLE GPS - Handheld		HANDHELD	000110	224064720			DAY	\$50.00	
<b>CAMERAS/2-WAY RADIOS</b>									
2-WAY RADIO (123/124)		2-WAY	000125 000126	610140647 610140641			DAY	\$10.00	
CANON POWERSHOT A3000 IS		3000-C					DAY	\$10.00	
CANON POWERSHOT A3000 IS		3000-D					DAY	\$10.00	
LOOXICIE VIDEO CAM		LOOXICIE							
M80 GAMESPY DIGITAL CAMERA		WILDLIFE CAM							
M80 GAMESPY DIGITAL CAMERA		WILDLIFE CAM							
WATERPROOF CAMERA - OLYMPUS		WATERPROOF					DAY	\$10.00	
<b>MISC EQUIPMENT</b>									
OVERHEAD PROJECTOR		PROJECTOR					DAY	\$200.00	
<b>NATURAL RESOURCES</b>									
AQUATIC KIT (meter quad, mask and fins, underwater paper, air horn, flotation throw devices, life jackets, rescue throw rope, boat ladder, paddles, fish, algae & seagrass field guides)		AQUATIC					DAY	\$25.00	
SCUBA GEAR (personal)		SCUBA					DAY	\$100.00	
TORTOISE KIT(shovel, 5 gal bucket, flag)		TORTOISE					DAY	\$25.00	
WETLAND KIT(soil probe, flag, sch)		WETLAND					DAY	\$25.00	
<b>HEALTH &amp; SAFETY EQUIPMENT</b>									
PPE (leather/rubber gloves, hard hat, waders, safety glasses, reflective vests)									
LEVEL "A & B"		LEVEL "A/B"					DAY	TBD	
LEVEL "C"		LEVEL "C"					DAY	\$98.16	
LEVEL "D"		LEVEL "D"					DAY	\$36.74	
MODIFIED LEVEL "D"		MOD "D"					DAY	\$12.07	
<b>SUPPLIES</b>									
<b>MISC TOOLS</b>									
LOCKING WELL CAP 2"		LOCKING 2					EACH	\$15.00	
LOCKING WELL CAP 4"		LOCKING 4					EACH	\$20.00	
EXPENDABLE FIELD ITEMS (flagging tape, aluminum tree tags & nails, pin flags, etc.)									
<b>SAMPLING SUPPLIES</b>									
CALIBRATION GASES		GASES					DAY	\$25.00	
CALIBRATION SOLUTIONS		STANDARDS					DAY	\$25.00	
DISPOSAL BAILERS		DISPOSAB					EACH	\$9.00	
GEOTECH SILICONE (medical grade)		SILICONE					FOOT	\$2.00	
GLOVES, SOAP, PAPER TOWELS		COMSUMAB					DAY	\$10.00	
POLYETHYLENE TUBING (per foot)		POLYETHY					FOOT	\$0.20	



DATE \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

COMPLETED BY \_\_\_\_\_

**ESCIENCES IN-HOUSE DIRECT EXPENSE LIST**

SERVICE DESCRIPTION	QTY EQUIP USED	SHORT NAME	E Sciences EQUIP. ID NO.	EQUIPMENT SERIAL NO.	BILLING CODE	QTY	UOM	PRICE	ALTERNATE PRICE*
SAMPLING KIT							DAY	\$25.00	
<b>VEHICLES</b>									
<b>VEHICLE USAGE</b>									
4X4 - Additional Charge		4 WHEEL					DAY	\$50.00	
BOAT		Boat					EACH	\$150.00	
MILEAGE		MILEAGE 06					EACH	\$0.65	
MILEAGE - DOT		FDOT					EACH	\$0.29	
MILEAGE - SEMINOLE		SEMINOLE					EACH	\$0.45	
VEHICLE USAGE		Vehicle Usage					DAY	\$65.00	
<b>COPIES</b>									
<b>COPIES</b>									
8 1/2 x 11 B&W		COPIES					EACH	\$0.10	
11 x 17 B&W		11X17 COPIES					EACH	\$0.15	
8 1/2 x 11 COLOR		COLOR					EACH	\$1.50	
11 x 17 COLOR		COLOR 11 X 17					EACH	\$1.95	

**PLEASE NOTE BELOW ANY OF THE ABOVE EQUIPMENT NOT WORKING PROPERLY.  
Provide details to assist with needed repairs.**

**\*NOTE: If using the alternate price column, cross out the standard price and insert alternative price.**

Signed \_\_\_\_\_ (all above equipment worked properly)

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