

CONTRACT No. 1308-0730-PEC
CONTRACT FOR CONTINUING PROFESSIONAL STORMWATER AND
ENVIRONMENTAL ENGINEERING SERVICES

This Contract is made and entered into on the date appearing on the last page hereof, between THE CITY OF DAYTONA BEACH, Volusia County, Florida, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **Professional Engineering Consultants, Inc.**, a Florida corporation, hereinafter referred to as the CONSULTANT.

WHEREAS, the CITY intends to obtain continuing professional engineering services as defined in the Request for Qualifications attached as Exhibit A; and

WHEREAS, the CITY desires these continuing 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, CONSULTANT is willing to provide the services in accordance with the provisions of this Contract.

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

ARTICLE I – Definition of Understanding: This Contract defines 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 from time to time by the CONSULTANT pursuant to this Contract is described in the Request for Qualifications attached hereto and incorporated herein as Exhibit A

ARTICLE III – Work Authorizations: All work to be performed shall be in accordance with one or more written Work Authorizations to be issued from time to time as deemed necessary by the CITY and as agreed to by CONSULTANT. All Work Authorizations shall (i) set forth the specific services called for, including a milestone chart or table, and the payment amount, (ii) be identified on its face with reference to this Contract, and (iii) be executed by a duly authorized representative of CONSULTANT (iv) shall otherwise be consistent with, and (v) be deemed to fully incorporate all of the provisions of this Contract. Attached hereto as Exhibit B is a sample work authorization form for use when the amount of compensation requires City Commission approval under the CITY's Purchasing ordinances and regulations. In those instances in which City Commission approval is not required, standard CITY forms such as purchase orders may be used.

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 will be set forth in written Work Authorizations. Each Work Authorization shall be stated to be either Lump Sum or Not to Exceed. Regardless of whether compensation is Lump Sum or Not-to-Exceed, each Work Authorization shall include as an attachment, a fee proposal providing a detailed breakdown of estimated man-hours by task and discipline. The breakdown must be reflective of the Schedule of Approved Labor Rates, attached hereto and incorporated herein as Exhibit C. The fee proposal must also provide a detailed estimate of reimbursable expenses. The compensation provided for in the Work Authorization shall be inclusive of reimbursable expenses.

Where the CITY approves the CONSULTANT's use of sub-consultants to perform a portion of the work is approved, the fee proposal must include a detailed breakdown of the sub-consultants' estimated man-hours by task and discipline; the proposed rates must be consistent with the Schedule of Approved Labor Rates, if applicable; and the hourly rates provided for such sub-consultants must not include a mark-up for the benefit of the CONSULTANT.

ARTICLE VI – Method of Payment: For each Work Authorization, 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 –Termination of Contract or Work Order:

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

B. The CITY shall have the right to cancel a Work Authorization without cause upon 30 days notice to the other party, and in such instance, the CONSULTANT shall cease work. Cancellation of a Work Authorization shall not affect any other Work Authorizations then in effect.

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

ARTICLE IX – Reuse of Documents: CITY agrees to hold harmless and indemnify the CONSULTANT from and against any claims, demands, actions or causes of actions as a result of the CITY'S use of documents and drawings or other work products, on projects other than the project for which such documents and drawings or other work products have been provided by CONSULTANT.

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 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.

ARTICLE XII – Indemnification: CONSULTANT shall indemnify and hold harmless The CITY and the CITY's 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 Contract. 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 – Sub-consultants: CONSULTANT shall not engage any Sub-consultants without the prior written approval of the CITY.

ARTICLE XVII – Notices: All notices, requests, demands and other communications required under this Contract shall be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If to CITY:

Mitt Tidwell
City of Daytona Beach Utilities Director
3651 LPGA Blvd.
Daytona Beach, FL 32124
Fax: (386) 671-8815

If to CONSULTANT:

DAVID W. HAMSTRA, P.E., VICE PRESIDENT / STORMWATER DEPT. MGR.
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
200 EAST ROBINSON STREET, SUITE 1560
ORLANDO, FLORIDA 32801
Fax: 407-849-9402

ARTICLE XVIII – Miscellaneous:

A. Each Party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.

B. Failure by either Party or both Parties to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

C. Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.

D. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Jurisdiction and venue of action between the parties shall be in the state court of the Seventh Judicial Circuit, Volusia County, Florida.

E. In performing the services provided for herein, CONSULTANT is an independent contractor and not an employee of the CITY.

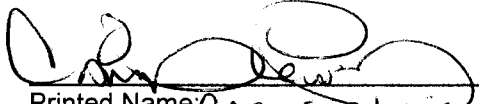
F. CONSULTANT warrants that all of the work to be performed by CONSULTANT in accordance with this Contract shall be done in a professional manner, in accordance with industry practices.

G. The undersigned representative of CONSULTANT affirms that in executing this Contract on behalf of CONSULTANT, he or she is fully authorized to bind CONSULTANT to the terms and conditions herein set forth.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate original this 19 day November, 2008.

WITNESSES:


Printed Name: Carmine Torres

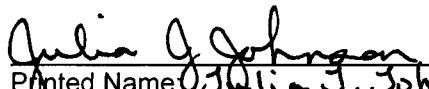

Printed Name: Pamela Fearn

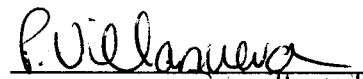
THE CITY OF DAYTONA BEACH

By: 
Glenn S. Ritchey, Mayor

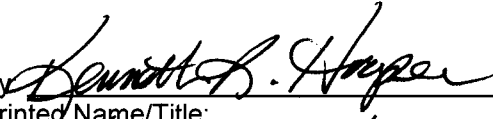
Attest: 
Jennifer L. Thomas, City Clerk

WITNESSES:

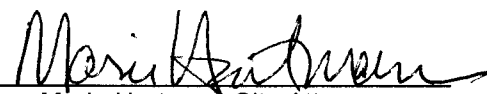

Printed Name: Julia J. Johnson


Printed Name: Pisalla Villanueva

PROFESSIONAL ENGINEERING CONSULTANTS, INC.

By: 
Printed Name/Title: Kenneth R. Hoyer
President

Approved as to legal form:

By: 
Marie Hartman, City Attorney

REQUEST FOR QUALIFICATIONS

**CONTINUING PROFESSIONAL STORMWATER AND ENVIRONMENTAL
ENGINEERING SERVICES**

FOR

THE CITY OF DAYTONA BEACH, FLORIDA

RFQ NO.: 1308-0730

Issue Date: February 11, 2008

Opening Date: March 13, 2008

REQUEST FOR QUALIFICATIONS
1308-0730
CONTINUING PROFESSIONAL STORMWATER AND ENVIRONMENTAL
ENGINEERING SERVICES

INVITATION

The City of Daytona Beach, Florida, in compliance with the City of Daytona Beach code Chapter 30, Division 4, Negotiated Purchases the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes), is seeking one or more qualified Consultants to provide Continuing Professional Stormwater And Environmental Engineering Services for The City of Daytona Beach, Florida.

Firms interested in providing these services may obtain a copy of the Request for Qualifications by emailing a request to purchasing@codb.us, or 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

A Non-Mandatory Pre-Submittal Conference will be conducted on Thursday, February 28, 2008 at 3:00 p.m., at the Utilities Administration Complex at Regional Wastewater Treatment Plant/Brennan Water Treatment Plant, First Floor Conference Room, 3651 LPGa Blvd, Daytona Beach, Florida, 32124. Interested Proposers are *urged* to attend.

One clearly marked original and seven (7) bound copies of the Statement of Qualifications (SOQ) must be submitted no later than 2:00 P.M., March 13, 2008 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 proposal(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 STORMWATER AND ENVIRONMENTAL ENGINEERING SERVICES for The City of Daytona Beach, in accordance with the attached scope of services.

INSTRUCTIONS TO PROPOSERS

1. Inquiries concerning this Request for Qualifications should be directed to Joanne Flick, CPPO, CPPB, Purchasing Agent, at (386) 671-8082.
2. Consultant must be submitted in one clearly marked original and seven (7) bound copies no later than 2:00 p.m., March 13, 2008. Please note; three ring binders are *not* acceptable.
3. 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 – 1308-0730
Date of Opening – March 13, 2008
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 at fax number (386) 671-8085 or emailed to purchasing@codb.us. To be given consideration, such requests must be received by March .

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, on-line at www.codb.us, or via email to purchasing@codb.us. Failure of any Proposer to obtain any such addendum shall not relieve said Proposer from any obligation under the RFQ 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 RFQ 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 awarded 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 RFQ is concerned, all material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposer's signature upon the SOQ being by this reference considered a certification of such fact.
20. The Proposer should be aware that the City of Daytona Beach has Women and Minority Business Enterprise (MBE / WBE) requirements.
21. **CIVIL RIGHTS:** Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
22. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes

287.170 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

"The undersigned has read The City of Daytona Beach's Request for Qualifications for "Continuing Professional Engineering Services for Stormwater and Environmental Engineering". On behalf of our 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 SOQ shall be organized to generally conform to the following, as these will constitute the basis of evaluation. Each criteria will be scored between 1-5, unless otherwise noted, 1=Poor, 2=Below Average, 3=Average, 4=Above Average, 5=Excellent. The score multiplied by the criteria weight for the weighted score; weighted scores will be totaled for the total weighted score.

CRITERIA	WEIGHT
a. The proposed project team's education and experience in storm water/environmental engineering. Include brief resumes of support staff such as GIS specialists, surveyors, CADD Techs, Construction Inspectors (CEI), etc., exclusive of Project Manager. Include an organizational chart. Maximum 9 pages, single sided, including resumes and organizational chart.	25
b. Professional certifications of proposed project team under the full time employment of the Proposer and excluding the Project Manager, such as Erosion Control Certification (CPESC or FDEP), Certified Floodplain Manager (CFM), and other relevant professional titles/accomplishments.	5
c. Project Manager's resume and demonstrated experience with stormwater projects. The Project Manager must be a Professional Engineer registered in the State of Florida. Include Project Manager's professional certifications, including but not limited to those certifications listed in criterion "b", above.	25
d. Document similar projects completed by the Project Manager while under the employ of the Proposer, and for which the Proposer was the engineer of record, that demonstrate proficiency and experience in meeting the needs of the Stormwater Utility. <u>The projects must be similar in scope and nature to projects anticipated under this RFQ.</u> Provide five (5) projects successfully completed within the past five years for which the proposed Project Manager	

served in the same capacity, and include the name and description of the project and a summary of the scope of work. Provide date of engagement, project name, and name and telephone number of client reference. Each successfully completed project will receive consideration for one point. Do not to exceed seven pages single sided. 20

- e. Project Manager's successful experience with State (e.g., Water Management District, DEP, FFWLS) and Federal (e.g., EPA, Army Corps, USCG) permitting/regulatory programs. Describe the Project Manager's experience with permitting the five (5) projects described in criterion "d", above. Specify if the Project Manager arranged and attended all pre-application meetings and arranged follow up meetings after the first RAI. Indicate the number of RAI's issued by the jurisdictional agency prior to permit approval, and how the Project Manager approached resolution of those issues with the permitting agencies to minimize or eliminate further RAI's. Specify the length of time required from application to permit issuance for the each of the five permitted projects. 10
- f. Location of office facilities and staff. If different elements of the work will be performed at different locations, identify those locations and the percentage of 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
- g. Understanding of and success in obtaining state and federal grants and/or loans including but not limited to the State Revolving Fund (SRF), FEMA, CIBRS, Florida Forever, SJRWMD and SWIMM Loans. Provide the name and description of three (3) projects funded at least in part by grants or loans. Describe the correlation between the design project and the grant received (goal). Specify the amount of the grant in relationship to the entire project's cost, issues relating to obtaining and administering the grant during design and/or construction, and outcome. Provide date of engagement and name and telephone number of client and the agency contact issuing the grant or loan. Do not exceed four (4) pages, single sided. 10

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 SOQ. 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(s). 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.**

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. A Work Authorization Agreement will be prepared for acceptance and confirmation by the City Commission of the Work Authorization Agreement upon acceptance of a mutually acceptable scope of services, schedule and fee proposal.

The terms of this contract is two (2) years with four (4) one-year renewals options. Projects will be located throughout the City.

Projects awarded under this continuing contract will not exceed \$50,000 for studies and \$1 million dollars in construction costs for design work.

Tasks may include, but are not be limited to:

- 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.
- 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 builts

Each Project will have an expanded scope of services tailored to the specific needs of the City. The expanded scope of services may include but not be limited to:

- 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. 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.



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 1

DATE: March 6, 2008

**PROJECT: RFQ 1308-0730
CONTINUING PROFESSIONAL STORMWATER AND
ENVIRONMENTAL ENGINEERING SERVICES**

OPENING DATE: ~~MARCH 13, 2008~~ MARCH 20, 2008

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

1. The RFQ due date is hereby CHANGED from ~~March 13, 2008~~ to March 20, 2008.
2. The following section is hereby ADDED to the Instructions to Proposers/General Conditions as Item 32:

"All work performed by the prime consultant is to be performed by the key personnel proposed in the SOQ. Any changes in the proposed personnel or the Project Manager as identified in the RFQ shall be subject to review and approval by the CITY, which, if granted, shall be in writing. If personnel changes are unsatisfactory to the City, the City may terminate the contract".

3. Instructions to Proposers/General Conditions Item 20, "Weighted Criteria" is hereby REPLACED in its entirety to read as follows:
 - a. The proposed project team's education and experience in storm water/environmental engineering. Include brief resumes of support staff such as GIS specialists, surveyors, CADD Techs, Construction Inspectors, etc., including the Project Manager as well as information on sub-consultant's education and experience. Include an organizational chart. Maximum 9 pages, single sided, including resumes and organizational chart. 25 points
 - b. Professional certifications of proposed project team under the full time employment of the Proposer including the Project Manager, such as Erosion Control Certification (CPESC or FDEP), Certified Floodplain Manager (CFM), and other relevant professional titles/accomplishments. Do not exceed three pages. 5 points
 - d. Project Manager's resume and demonstrated experience with **stormwater projects**. The Project Manager must be a Professional Engineer registered

in the State of Florida. Provide five (5) projects successfully completed within the past ten years for which the proposed Project Manager served in the same capacity (i.e., as Project Manager), and include the name, location, and description of the project and a summary of the scope of work. **The projects must be similar in scope and nature to projects anticipated under this RFQ.** Provide date of engagement, project name, and name and telephone number of client reference. Each successfully completed project will receive consideration for one point. Do not to exceed seven pages single sided.

25 points

- d. Document similar projects completed by the Proposer, for which the Proposer was the engineering firm of record, that demonstrate proficiency and experience in meeting the needs of the Stormwater Utility. **The projects must be similar in scope and nature to projects anticipated under this RFQ.** Provide five (5) projects successfully completed within the past ten years, and include the name, location, and description of the project and a summary of the scope of work. Provide date of engagement, project name, and name and telephone number of client reference. Each successfully completed project will receive consideration for one point. Do not to exceed seven pages single sided.

20 points

- e. Project Manager's successful experience with State (e.g., Water Management District, DEP, FFWLS) and Federal (e.g., EPA, Army Corps, USCG) permitting/regulatory programs. Describe the Project Manager's experience with permitting the five (5) projects described in criterion "c", above. Specify if the Project Manager arranged and attended all pre-application meetings and arranged follow up meetings after the first RAI. Indicate the number of RAI's issued by the jurisdictional agency prior to permit approval, and how the Project Manager approached resolution of those issues with the permitting agencies to minimize or eliminate further RAI's. Specify the length of time required from application to permit issuance for the each of the five permitted projects. Do not exceed five pages.

10 points

- f. Location of office facilities and staff. If different elements of the work will be performed at different locations, identify those locations and the percentage of 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. Do not exceed one page.

5 points

- g. Understanding of and success in obtaining state and federal grants and/or loans including but not limited to the State Revolving Fund (SRF), FEMA, CIBRS, Florida Forever, SJRWMD and SWIMM Loans. Provide the name and description of three (3) projects funded at least in part by grants or loans. Describe the correlation between the design project and the grant received (goal). Specify the amount of the grant in relationship to the entire project's cost, issues relating to obtaining and administering the grant during design and/or construction, and outcome. Provide date of engagement and name and telephone number of client and the agency contact issuing the grant or loan. These services may be anticipated to be provided by a sub-consultant;

if so, the sub's experience shall be described. Do not exceed four (4) pages,
single sided. 10 points

4. Scope of Services, third paragraph is hereby CHANGED as follows:
~~Projects awarded under this continuing contract will not exceed \$50,000 for studies and \$1 million dollars in construction costs for design work.~~
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.

5. The stormwater master plan update performed in 2006 by CDM is available on-line at:
<http://www.ci.daytona-beach.fl.us/cityhall/purchasing/bids.htm>. Open the document titled, "Addendum 1, Stormwater Master Plan Update".

6. The following questions were submitted in writing:

Q1: At the Pre-Proposal meeting, I believe you said something about not being able to award assignments through this contract if their value exceeded \$1 million constructed value. As I understand the Consultants' Competitive Negotiations Act (CCNA), this is true for contracts if the selection is based on qualifications only. I understand that larger projects can be awarded if they are included in a Capital Improvements Projects (CIP) list that is advertised as part of the Request for Qualifications. If my understanding is correct, would you be able to add the CIP that was distributed yesterday as part of an addendum and overcome this obstacle?

A1: All engineering firms awarded contracts under the CCNA are selected based solely on their qualifications. As we are not a state agency but a political subdivision, the "fixed capital outlay study or planning activity described in the public notice" requirement does not apply. Please refer to Florida State Statute 287.055(2)(g) for the definition of a "continuing contract". Refer to Addendum Item 2 for modifications to the scope of work. The excerpt from the CIP distributed at the pre-proposal meeting is attached for reference. The CIP Stormwater Master Plan is available for review on-line at www.codb.us/. See Item 5, above.

Q2: I am writing for clarification on Weighted Criteria, Item A of this RFQ (page 6). Should this section include the project manager's education and experience or should this info be included under Item C? I interpret it to mean that Item A should only be proposed team info, with an org chart that shows the project manager's name. Item C would then include the project manager's education and experience. Is this correct?

A2: Please refer to Addendum Item 2 that changes the Weighted Criteria language. Criterion A addresses the team's education and experience, and has been changed to include the Project Manager. The organizational chart should include the prime consultant's key staff, including the Project Manager, as well as all sub-consultants anticipated to perform under this contract.

Q3: Minority Business Enterprise (MBE) question. On FDOT project we use a FDOT approved DBE, does the City of Daytona Beach recognize FDOT approval of DEBs?

A3: As the City has no formal certification process, we would accept other agencies' certification of a vendor, contractor or consultant as an MBE or WBE.

Q4: Given the broad range of scope, this contract seems to lend itself more to a Project Director with multiple Project Managers instead of one Project Manager.

A4: The City requests one Project Manager per consultant for stormwater projects.

Q5: On Page 6 (30.d), "completion" of five similar projects in five years by one person may be a bit restrictive since many projects take more than one year to complete, especially if a design project including preliminary design, permitting, final design and construction. Five similar projects in ten years would be more realistic

A5: See revisions to the Weighted Criteria in Addendum item 2.

7. 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 6, 2008
PROJECT: RFQ 1308-0730
OPENING DATE: March 20, 2008
**CONTINUING PROFESSIONAL STORMWATER AND
ENVIRONMENTAL ENGINEERING SERVICES**

Receipt of Addendum No. 1 to RFP 1308-0730 is hereby acknowledged and included in my response.

Include this acknowledgement with your SOQ.

NAME OF FIRM PROFESSIONAL ENGINEERING CONSULTANTS, INC.

BUSINESS ADDRESS 200 EAST ROBINSON STREET, SUITE 1560

ORLANDO, FLORIDA 32801

TELEPHONE NO. 407-422-8062

SIGNATURE: 

NAME TYPED: DAVID HAMSTRA, P.E.

TITLE: VICE PRESIDENT

DATE: MARCH 20, 2008

CITY OF DAYTONA BEACH CONTRACT NO: 1308-0730-PEC
Work Authorization No. [insert]

This Work Authorization No. [insert] establishes the Scope of Services and Compensation for specific work to be performed by **Professional Engineering Consultants, Inc.** ("Consultant") under CODB Contract No. **1308-0730-PEC**

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

[insert text or reference exhibit]

2. Compensation. **[insert detailed description of compensation; reference any attached fee proposal]**

3. The provisions of this Work Authorization No. [insert] are subject to all terms and conditions of the above-referenced Contract.

IN WITNESS WHEREOF, the parties have caused this Work Authorization executed this ____ day of _____, 20____.

WITNESSES:

Printed Name: _____

THE CITY OF DAYTONA BEACH

By: _____
Glenn S. Ritchey, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

WITNESSES:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

Professional Engineering Consultants, Inc.

By: _____

Printed Name/Title: _____
[same person who executed the contract]

EXHIBIT C

2008 SCHEDULE OF APPROVED LABOR RATES

**CONTRACT FOR CONTINUING PROFESSIONAL STORMWATER AND
ENVIRONMENTAL ENGINEERING SERVICES**

CODB CONTRACT NO.: 1308-0730-PEC

Professional Engineering Consultants, Inc.
Billable Rate Request
RFQ 1308-0730

<u>Category</u>	<u>Raw Rate</u>	<u>Total Acceptable Multiplier</u>	<u>Proposed Hourly Rate</u>
Officer	\$65.00	3.0	\$195.00
Project Manager	\$55.00	3.0	\$165.00
Senior Project Engineer	\$52.00	3.0	\$156.00
Senior Engineer I	\$37.00	3.0	\$111.00
Senior Designer	\$30.50	3.0	\$91.50
Engineering Scientist	\$29.00	3.0	\$87.00
Word Processing	\$20.00	3.0	\$60.00
Survey			
2-Man Crew	\$38.33	3.0	\$115.00
3-Man Crew	\$60.00	3.0	\$180.00

I hereby certify that the current salary / hourly rates shown above are the true and accurate rates being paid to the employees as of their recent effective payroll date.

Kenneth R. Hooper

Kenneth R. Hooper, President

June 25, 2008

Date

Professional Engineering Consultants, Inc.
Non-Labor Reimbursable Expenses
RFQ 1308-0730

Binders	\$1.00
Blueprint	\$1.95
Copies	
Black and White 11 x 17	\$0.09
Black and White 24 x 36	\$2.20
Black and White 8.5 x 11	\$0.06
Color 11 x 17	\$0.20
Color 8.5 x 11	\$0.15
Mileage	\$0.49
Plotter	
Bond	\$0.80
Mylar	\$3.00
Vellum	\$1.00

Environmental Services, Inc.
Billable Rate Request
RFQ 1308-0730

<u>Category</u>	<u>Raw Rate</u>	<u>Total Acceptable Multiplier</u>	<u>Proposed Hourly Rate</u>
Officer	\$65.00	3.0	\$195.00
Senior Project Manager	\$40.00	3.0	\$120.00
Senior Project Scientist	\$38.00	3.0	\$114.00
Senior Hydrologist	\$30.00	3.0	\$90.00
Project Scientist	\$20.00	3.0	\$60.00
Administration	\$15.00	3.0	\$45.00

I hereby certify that the current salary / hourly rates shown above are the true and accurate rates being paid to employees as of their recent effective payroll date. Rates are subject to change July 1, 2008.


Shannon R. Julien, Asst. VP


Date

Environmental Services, Inc.
Non-Labor Reimbursable Expenses
RFQ 1308-0730

Binders	\$1.00
Blueprint	\$1.95
Copies	
Black and White 11 x 17	\$0.09
Black and White 24 x 36	\$2.20
Black and White 8.5 x 11	\$0.06
Color 11 x 17	\$0.20
Color 8.5 x 11	\$0.15
Mileage	\$0.49
Plotter	
Bond	\$0.80
Mylar	\$3.00
Vellum	\$1.00



ENVIRONMENTAL RESEARCH & DESIGN, INC.

ENGINEERING ■ SCIENCE ■ CHEMISTRY ■ RESEARCH
3419 TRENTWOOD BLVD. ■ SUITE 102 ■ ORLANDO, FL 32812
TELEPHONE: 407-855-9465 ■ FAX: 407-826-0419

CITY OF DAYTONA BEACH, FLORIDA RFQ 1308-0730

ERD Hourly Rate Fee Schedule

Valid for July 2008 - June 2009

Labor Category	Raw Rate (\$/hr)	Multiplier	Billing Rate (\$/hr)
Project Director	55.00	2.86	157.30
Project Manager	45.00	2.86	128.70
Senior Project Engineer	33.13	2.86	94.75
Draftsman/Designer	21.00	2.86	60.06
Lab Director	25.10	2.86	71.80
Assistant Lab Director	18.75	2.86	53.63
Limnologist	25.00	2.86	71.50
Field Technician	17.39	2.86	49.74
Field Supervisor	18.67	2.86	53.40
Chemist	17.00	2.86	48.62
Lab Technician	15.00	2.86	42.90
Clerical	18.50	2.86	52.91

Breakeven Multiplier: 2.60

Profit Margin (10%): 1.10

Total Multiplier: 2.86

I hereby certify that the current salary/hourly rates shown above are true and accurate rates being paid to the employees as of their recent effective payroll date.

Harvey H. Harper, III

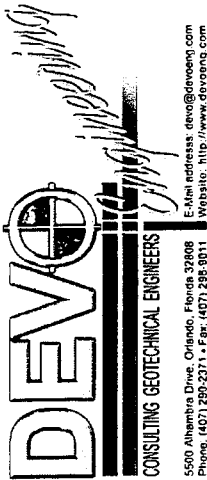
June 16, 2008

Harvey H. Harper, III, Ph.D., P.E.
President

Date

ENVIRONMENTAL RESEARCH & DESIGN, INC.
Non-Labor Reimbursable Expenses
RFQ 1308-0730

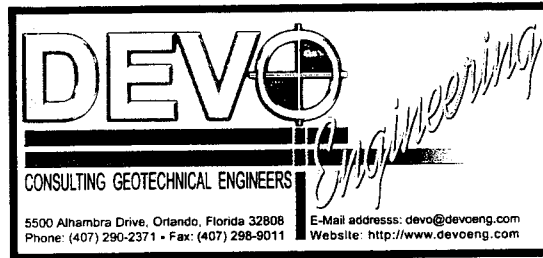
Binders	\$1.00
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Copies	
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Color 8.5 x 11	\$.15
Mileage	\$.49
Plotter	
Bond	\$.80
Mylar	\$3.00
Vellum	\$1.00



Title	RAW RATE (\$/hr)	Multiplier	Raw Rate by Multiplier	Profit (10%)	Hourly Rate
Principal Engineer	\$38.00	2.72	\$103	\$10.34	\$114.00
Senior Hydrogeologist	\$33.50	2.72	\$91	\$9.11	\$100.00
Senior Geotechnical Engineer	\$33.50	2.72	\$91	\$9.11	\$100.00
Senior Engineering Technician	\$20.00	2.72	\$54	\$5.44	\$60.00
Junior field technician	\$17.00	2.72	\$46	\$4.62	\$51.00
Senior-level CADD/GIS	\$20.00	2.72	\$54	\$5.44	\$60.00
Junior Graphics Technician	\$17.00	2.72	\$46	\$4.62	\$51.00
Senior Administrative Manager	\$17.00	2.72	\$46	\$4.62	\$51.00
Administrative Manager	\$15.25	2.72	\$41	\$4.15	\$46.00
Clerical/Technical Secretary	\$12.25	2.72	\$33	\$3.33	\$37.00

I hereby certify that the current salary / hourly rates shown above are the true and accurate rates being paid to the employees as of their recent effective payroll date.

Devo Seereeram
Devo Seereeram, Ph.D., P.E.
 Date: June 26, 2008



Non-Labor Reimbursable Expenses RFQ 1308-0730

Binders	\$1.00
Blueprint	\$1.95
Copies	
Black and White 11 x 17	\$0.09
Black and White 24 x 36	\$2.20
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Plotter	
Bond	\$0.80
Mylar	\$3.00
Vellum	\$1.00

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID LF
PROFENGDATE (MM/DD/YYYY)
10/08/08

PRODUCER J Rolfe Davis Insurance P.O. Box 4927 Orlando FL 32802-4927 Phone: 407-691-9600	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	NAIC #
INSURED Professional Engineering Consultants, Inc. 200 E. Robinson Street Suite 1560 Orlando FL 32801	INSURER A: National Fire Insurance Co. of	20478
	INSURER B: Continental Casualty Company	20443
	INSURER C: Continental Insurance Co	
	INSURER D: Lexington Insurance Company	19437
	INSURER E:	

COVERAGES


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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2099445410	05/15/08	05/15/09	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
C	AUTOMOBILE LIABILITY	2099445455	05/15/08	05/15/09	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 type="checkbox"/> HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	2091656683	05/15/08	05/15/09	EACH OCCURRENCE	\$ 4000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4000000
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$0					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
D	OTHER	0858410	07/17/08	07/17/09	Occurrenc	1000000
	Professional Liab				Aggregate	2000000
	\$75,000 Deductible					

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

Re: Contract Number 1308-0730-PEC Continuing Professional Stormwater and Environmental Engineering Services. The certificate holder is additional insured with respect to General and Auto liability.
Non Payment subject to state statute

CERTIFICATE HOLDER**CANCELLATION**

CITYDAY City Clerk The City of Daytona Beach P O Box 2451 Daytona Beach FL 32115-2451	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KL PROFE-2	DATE (MM/DD/YYYY) 10/09/08
PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173		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 Professional Eng. Cons., Inc. Att: Carolyn Maddox 200 E. Robinson St., Ste 1560 Orlando FL 32801		INSURERS AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <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)	\$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$	\$ \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	84WBGKG6600	11/01/07	11/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS CONTRACT #1308-0730-PEC CONTINUING STORMWATER AND ENVIRONMENTAL ENGINEERING SERVICES
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CERTIFICATE HOLDER <div style="text-align: right;">CTYDAY1</div> CITY OF DAYTONA BEACH PO BOX 2451 DAYTONA BEACH FL 32115-2451	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Alfred A. Petrosino</i>
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ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID LF
PROFENGDATE (MM/DD/YYYY)
10/08/08

PRODUCER

J Rolfe Davis Insurance
P.O. Box 4927
Orlando FL 32802-4927
Phone: 407-691-9600THIS 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

Professional Engineering
Consultants, Inc.
200 E. Robinson Street
Suite 1560
Orlando FL 32801

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: National Fire Insurance Co. of

20478

INSURER B: Continental Casualty Company

20443

INSURER C: Continental Insurance Co

INSURER D: Lexington Insurance Company

19437

INSURER E:

COVERAGES

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ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2099445410	05/15/08	05/15/09	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2000000
C	AUTOMOBILE LIABILITY	2099445455	05/15/08	05/15/09	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 type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY	2091656683	05/15/08	05/15/09	EACH OCCURRENCE \$ 4000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
D	Professional Liab \$75,000 Deductible	0858410	07/17/08	07/17/09	Occurrence 1000000 Aggregate 2000000

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

Re: Contract Number 1308-0730-PEC Continuing Professional Stormwater and
Environmental Engineering Services. The certificate holder is additional
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Non Payment subject to state statute

CERTIFICATE HOLDER

CITYDAY

City Clerk
The City of Daytona Beach
P O Box 2451
Daytona Beach FL 32115-2451

CANCELLATION

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DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
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AUTHORIZED REPRESENTATIVE

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