

Veronica

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 **BRINDLEY PIETERS & ASSOCIATES, INC.**, a Florida Corporation, authorized by the Florida Department of State to conduct business in the State of Florida, hereinafter referred to as the CONSULTANT.

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

WHEREAS, the CITY desires the services, as defined in the Request for Qualifications and the negotiated Scope of Services, to be obtained in accordance with all local, State and Federal laws, any foundation grants received, the Florida Administrative Code, and CITY purchasing requirements, and

WHEREAS, the CITY has duly advertised for proposals from consultants desiring to provide such services; and

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

WHEREAS, negotiations ensued between the CITY and the CONSULTANT, and an agreement has been reached for a Contract for Professional Engineering Services subject to final approval by the City Commission and by the City Attorney as to legal form.

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

ARTICLE I – Definition of Understanding: This Contract and all subsequent Work Authorizations define all items of responsibility and are the basis of understanding between the parties. No oral understanding or agreement exists for performing the Scope of Services as set forth herein.

ARTICLE II –Scope of Services: The Scope of Services to be provided by the CONSULTANT is defined in the Request for Qualifications attached hereto (Exhibit A).

ARTICLE III – Work Authorizations: Specific Work Authorizations, as deemed necessary by the CITY may be issued in accordance with the terms of this Contract.

Work Authorizations shall be clearly described, subject to negotiation between the CITY and the CONSULTANT, and approved by the City Commission, the City Manager, or his designee using the format attached as Exhibit B, "Work Authorization".

Changes to Work Authorizations: Work Authorizations may be modified from time to time to provide for additional services, deletions of service, or redefinitions of services within the Scope of Services, by written Contract amendment, as deemed necessary by the CITY. All such modifications as to services, schedules, and fees for Contract amendments shall be clearly described, subject to negotiation between the CITY and the CONSULTANT, and approved by the CITY.

ARTICLE IV – CITY'S Responsibilities: The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the project. The CITY will establish a project management team to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

ARTICLE V – Compensation: Compensation for the specific services to be provided are identified and defined in Work Authorizations and represent the total compensation for all services, equipment and work products to be provided by the CONSULTANT for the Work Authorization.

Fees for Work Authorizations can be either Lump Sum, or Hourly Rate with a Budget Estimate, whichever is approved.

Lump Sum:

A Lump Sum fee constitutes the total cost for the work performed pursuant to a Work Authorization, and will be negotiated prior to the start of CONSULTANT'S services, generally with an allowance for reimbursable expenses associated with the work. Prior to finalizing the negotiation of a Lump Sum fee, CONSULTANT shall provide the CITY with a detailed breakdown of man-hours by task and discipline used in preparing the proposed Lump Sum.

Hourly Rate with a Budget Estimate

CONSULTANT Services may be performed on an hourly basis with a budget estimate in accordance with the Fee Schedule attached as Exhibit C. The Fee Schedule contains the rates for the CONSULTANT and Sub-Consultant(s). Hourly rate with a Budget Estimate fees shall be based upon actual hourly wages paid to CONSULTANT'S professionals, times a multiplier of 2.84 for services rendered by employees assigned to the project. Reimbursable expenses associated with the Work Authorization shall be invoiced to the CITY at the actual cost incurred by the CONSULTANT. The not-to-exceed budget estimate shall be negotiated prior to the start of CONSULTANT'S services. The budget estimate can be exceeded only upon written amendment to the Work Authorization.

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

SUB-CONSULTANT(S):

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

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

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

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

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

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

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

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

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

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

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

All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed during the term of and in accordance with the provisions of this contract shall be the property of the City and delivered to the City upon demand, provided the payment of fees has been received by the Consultant in accordance with the terms of the contract. The City agrees that it will not use any of the Consultant's preexisting information for any project other than the one contracted for, without their consent.

ARTICLE IX – Reuse of Documents: CITY agrees to hold harmless and indemnify the CONSULTANT from and against any claims, demands, actions or causes of actions as a result of the CITY'S reuse of documents and drawings or other work products.

ARTICLE X – Nondiscrimination: CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin.

CONSULTANT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

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

ARTICLE XII – Indemnification: CONSULTANT shall indemnify and hold harmless The City of Daytona Beach and its officers and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE XIII – Insurance: CONSULTANT shall purchase and maintain, as its own expense, the following types and amounts of insurance, in a form and from companies satisfactory to the CITY.

A. Workers' Compensation Insurance:

As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the CONSULTANT, employed at the site of the work or in any way connected with the work, which is the subject of this service.

The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

B. Liability Insurance :

- i. Comprehensive General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the CONSULTANT and any other interests, including but not limited to any associated or subsidiary companies involved in the work.
- ii. Automobile Liability Insurance

Automobile Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out

of the ownership, maintenance or use of any motor vehicle used by the CONSULTANT at the site of the project or in any way connected with the work which is the subject of this Contract.

THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000.

iii. Professional Liability Insurance

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

C. Proof of Insurance

The CONSULTANT shall furnish proof of insurance acceptable to the CITY prior to or at the time of execution of the Contract and the CONSULTANT shall not commence work under this Contract until he has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the CITY, nor shall the CONSULTANT allow any sub-consultant to commence work on its subcontract until similar insurance required of the sub-consultant has been so obtained and approved. The CONSULTANT shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

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

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

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

The CONSULTANT shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the CITY. In the event such insurance shall lapse, the CITY expressly reserves the right to renew the insurance at the CONSULTANT'S expense.

D. Termination of Insurance

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

ARTICLE XIV - Truth in Negotiations Certificate: The CONSULTANT hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

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

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

ARTICLE XVI – 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 non-performance of services hereunder.

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

WITNESSES:

Bolton H. Cox

Betty Goodman

THE CITY OF DAYTONA BEACH

By: [Signature]
Glenn S. Ritchey, Mayor

Attest: [Signature]
Jennifer Thomas, City Clerk

WITNESSES:

[Signature]

Patricia McCarthy

BRINDLEY PIETERS & ASSOCIATES, INC.

By: [Signature]

Name typed: Brindley Pieters, P.F.

Attest: Donna C. Crawford

Approved as to legal form

[Signature]
[Redacted] City Attorney
Marie Hartman,

STATE OF FLORIDA
VOLUSIA COUNTY

I HEREBY CERTIFY that on this 23rd day, of July, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **GLENN RITCHEY** and **JENNIFER THOMAS**, well known to me to be the Mayor and City Clerk, respectively, of THE CITY OF DAYTONA BEACH, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

Notary Public

Deborah L. Griffith

My commission expires on: _____



STATE OF Florida

COUNTY OF Seminole

I HEREBY CERTIFY that on this 26th day of FEBRUARY, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Brindley Pieters, well known to me to be PRESIDENT of **BRINDLEY PIETERS & ASSOCIATES, INC.**, and that he/she executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Notary Public

Donna C. Crawford

My commission expires on: 8/13/11

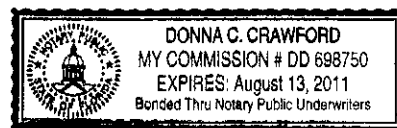


EXHIBIT A

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS

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

FOR

THE CITY OF DAYTONA BEACH, FLORIDA

RFQ NO.: 1307-1021

Issue Date: March 12, 2007

Opening Date: April 12, 2007

REQUEST FOR QUALIFICATIONS
1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE WATER
AND WASTEWATER DESIGN

INVITATION

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

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

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

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

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

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

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

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA

By: Joanne Flick, CPPO, CPPB
Purchasing Agent

STATEMENT OF PURPOSE

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

INSTRUCTIONS TO PROPOSERS

1. Inquiries concerning this proposal should be directed to Joanne Flick, CPPO, CPPB at (386) 671-8082.
2. Consultant Statements of Qualifications (SOQs) must be submitted in one clearly marked **unbound** original and seven (7) copies no later than 2:00 p.m., April 12, 2007.
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 – 1307-1021
Date of Opening – April 12, 2007
Name of Proposer
Return Address of the Proposer
5. The time and date for receipt of SOQs will be strictly observed. The City shall not be responsible for late deliveries or mail delays. The time/date stamp/clock in the Purchasing Division shall serve as the official authority to determine timeliness of the SOQ.
6. SOQs received after the specified time and date shall be returned unopened. On the due date specified above, all SOQs will be opened publicly and the names of all Proposers shall be read aloud.
7. Any SOQs may be withdrawn until the date and time set above for the submission of the SOQs.
8. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of SOQs.

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

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

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

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

12. Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.
13. The Proposer understands that this SOQ does not constitute an agreement or Contract with the Proposer.
14. Any Proposer who submits in its SOQ to the City any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

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

for rejection of the SOQ. Licenses shall be in the Proposer's name as it appears on the SOQ. Proposer shall supply copies of appropriate licenses showing the qualifying agent and expiration dates, as part of their SOQ. Failure to hold and provide proof of proper licensing, certification, and registration may be grounds for rejection of the SOQ.

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

"The undersigned has read The City of Daytona Beach's Request for Qualifications for "Continuing Professional Engineering Services for WATER AND SEWER DESIGN". On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. WE HAVE READ, ACKNOWLEDGE, AND ACCEPT THE TERMS ON WHICH THE

REQUEST FOR QUALIFICATIONS IS OFFERED WHICH ARE FULLY INCORPORATED BY REFERENCE INTO THIS LETTER."

30. **WEIGHTED CRITERIA:** The SOQ shall be organized to generally conform to the following, as these will constitute the basis of evaluation and will be used to score and rank responsive SOQs.

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

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

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

31. SELECTION PROCESS

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

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

RFQ for Continuing Professional Engineering Services
Potable Water and Wastewater Design

Scope of Services:

The City operates one 24 MGD Potable Water Treatment Plant, one 13 MGD Advanced Wastewater Treatment Plant, and one 15 MGD Wastewater Treatment Plant. As the City enters a period of rapid growth, implementation of the recommendations in the master plans for each of the utilities will be necessary. Where growth is planned to occur outside of the areas covered by the master plans, or where other changes are determined to be in the best interest of the City, modifications to the plans may be necessary. The City is intending to engage one or more Consultants to assist the City in maintaining, upgrading, expanding, and planning for future growth of the water and sewer utilities.

Consultants shall be knowledgeable in permitting requirements of local, state, and federal agencies. There may be related coordination of certain additional services, dependent on specific project needs. These additional services may include architecture; landscape architecture; surveying; electrical, structural, traffic and geotechnical engineering and environmental services.

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

The successful consultant(s) will work closely with the City's Utilities Department with possible coordination with other City Departments depending on the nature of the project. As the need for assistance with a utility related project arises the Consultant will be asked for a fee proposal for a specific work assignment. A Work Authorization Agreement will be prepared for acceptance and confirmation by the City Commission upon successful completion of a mutually accepted scope of services, schedule, and fee proposal. The Consultant will be expected to perform the work within the stated time frame unless changes in the scope warrant additional time.

THE CITY OF DAYTONA BEACH

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

Post Office Box 2451

Phone (386) 671-8080

ADDENDUM NO. 1

DATE: March 30, 2007

**PROJECT: RFQ 1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER DESIGN**

OPENING DATE: April 12, 2007

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

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

Q1: Is it acceptable to combine all 3 of the RFQs (1307-1020, 1307-1021, and 1307-1022) into one proposal response?

A1: No, separate submittals must be made for each RFQ.

5. Instructions to Proposers, Item 30, Evaluation Criteria is hereby CHANGED to read as follows: "Project Manager's demonstrated experience with similar ~~pump station-potable water and wastewater infrastructure~~ projects. The Project Manager must be a Professional Engineer registered in the State of Florida. (25 points)

6. All other terms and conditions remain the same.

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

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

THE CITY OF DAYTONA BEACH

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

Post Office Box 2451
Phone (386) 671-8080

ADDENDUM NO. 1 ACKNOWLEDGEMENT

DATE: March 30, 2007

PROJECT: RFQ 1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE WATER
AND WASTEWATER DESIGN

OPENING DATE: April 12, 2007

Receipt of Addendum No. 1 to RFQ 1307-1021 is hereby acknowledged and included in my response.

Include this acknowledgement with your bid.

NAME OF FIRM Brindley Pieters & Associates, Inc.

BUSINESS ADDRESS Suite A 218 East New York Avenue
DeLand FL 32724

TELEPHONE NO. 386.822.9473

SIGNATURE: 

NAME TYPED: Brindley Pieters, P.E.

TITLE: President

DATE: April 04, 2007

THE CITY OF DAYTONA BEACH

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

Post Office Box 2451

Phone (386) 671-8080

ADDENDUM NO. 2

DATE: April 4, 2007

**PROJECT: RFQ 1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER DESIGN**

OPENING DATE: April 12, 2007

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

1. The following questions were submitted in writing:

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

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

Q2: In the above-referenced RFQ for Continuing Professional Engineering Services for Potable Water and Wastewater Design, under the Scope of Services (second paragraph), it reads, "Consultants shall be knowledgeable in permitting requirements of local, state and federal agencies. There may be related coordination of certain additional services, dependent on specific project needs. These additional services may include **architecture**; landscape architecture; surveying; electrical, structural, traffic and geotechnical engineering and environmental services." QUESTION: Could you please indicate what architectural services you are seeking, separate of the landscape architecture?

A2: Typically, the City would not require architectural services for these types of projects; however, if when designing a structure (i.e. ground storage tank, pump house, etc.) the City may require an architectural elevation to show what it will look like if it's adjacent to a high profile project or location. Normally, this would be used for aesthetic issues.

Q3: We are looking at the RFQ 1307-1021 - is this consulting work for Pipelines, Plant Work, and/or Master Plans? We couldn't tell from the scope exactly what is needed.

A3: The RFQ for Water and Wastewater design 1307-1021 is intended to be for pipeline projects. This RFQ is not intended for plant design or for preparing master plans. However, it could apply to pipeline projects that have been identified in our current master plans.

2. All other terms and conditions remain the same.

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

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

THE CITY OF DAYTONA BEACH

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

Post Office Box 2451
Phone (386) 671-8080

ADDENDUM NO. 2 ACKNOWLEDGEMENT

DATE: April 4, 2007

PROJECT: RFQ 1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE WATER
AND WASTEWATER DESIGN

OPENING DATE: April 12, 2007

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

Include this acknowledgement with your SOQ.

NAME OF FIRM Brindley Pieters & Associates, Inc.

BUSINESS ADDRESS Suite A 218 East New York Avenue

DeLand FL 32724

TELEPHONE NO. 386.822.9473

SIGNATURE: 

NAME TYPED: Brindley Pieters, P.E.

TITLE: President

DATE: April 05 2007

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

Post Office Box 2451
671-8080

Phone (386)

ADDENDUM NO. 3

DATE: April 9, 2007

PROJECT: RFQ 1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER DESIGN

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

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

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

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

All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed during the term of and in accordance with the provisions of this contract shall be the property of the City and delivered to the City upon demand, provided the payment of fees has been received by the Consultant in accordance with the terms of the contract. The City agrees that it will not use any of the Consultant's preexisting information for any project other than the one contracted for, without their consent.

3. The following sentence is hereby ADDED to Article XV of the Contract, to read as follows:

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

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

4. The following Article XVI is hereby ADDED to the Contract:

"ARTICLE XVI –Third Parties: Nothing contained in this agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CITY or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CITY'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder."

5. All other terms and conditions remain the same.

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

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

THE CITY OF DAYTONA BEACH

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

Post Office Box 2451
Phone (386) 671-8080

ADDENDUM NO. 3 ACKNOWLEDGEMENT

DATE: April 9, 2007

PROJECT: RFQ 1307-1021
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR POTABLE
WATER AND WASTEWATER DESIGN

OPENING DATE: April 16, 2007

Receipt of Addendum No. 3 to RFQ 1307-1021 is hereby acknowledged and included in my response.

Include this acknowledgement with your SOQ.

NAME OF FIRM Brindley Pieters & Associates, Inc.

BUSINESS ADDRESS Suite A 218 East New York Avenue

DeLand FL 32724

TELEPHONE NO. 386.822.9473

SIGNATURE: 

NAME TYPED: Brindley Pieters, P.E.

TITLE: President

DATE: April 11, 2007

EXHIBIT B

WORK AUTHORIZATION FORMAT

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

**CONTRACT FOR PROFESSIONAL SERVICES - CONTINUING
ENGINEERING SERVICES FOR POTABLE WATER AND WASTEWATER DESIGN
(*insert project name - TBD*)
CODB CONTRACT NO.: 1307-1021**

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

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

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

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

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

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

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

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

(*insert specific scope of work, task outline*)

Task 1:

Task 2:

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

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

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

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

ARTICLE V – Compensation: The CITY shall compensate the CONSULTANT in exchange for completed and accepted services described herein, and in the manner stipulated in "ARTICLE V – Compensation of the Contract for Professional Services- Continuing: Contract 1307-1021 >lump sum fee amount **(OR)** >hourly rate with a budget estimate of \$ **(fill in for total below)**, further described and/or itemized below.

(SAMPLE illustrated below:)

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

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

DRAFT

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

WITNESSES:

THE CITY OF DAYTONA BEACH

By: _____
Glenn Ritchey, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

DRAFT

**WITNESSES:
INC.**

BRINDLEY PIETERS & ASSOCIATES,

By: (DO NOT SIGN THIS DRAFT)

Name Typed: _____

Attest: _____

APPROVED AS TO LEGAL FORM

Robert G Brown, City Attorney

STATE OF FLORIDA

_____ COUNTY

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

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

DRAFT

Notary Public

Commission Expires

STATE OF FLORIDA
VOLUSIA COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared **GLENN RITCHEY** and **JENNIFER THOMAS**, well known to me to be the Mayor and City Clerk, respectively, of THE CITY OF DAYTONA BEACH, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by THE CITY OF DAYTONA BEACH.

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

Notary Public

Commission Expires _____

EXHIBIT C
FEE SCHEDULE



Brindley Pieters & Associates, Inc.

212 East New York Avenue
DeLand, Florida 32724
386.822.9473
386.822.9475 Fax

www.bpa-engineers.com

Revised December 5, 2007

The City of Daytona Beach, RFQ 1307-1021

Continuing Professional Engineering Services for Potable Water and Wastewater Design

Brindley Pieters & Associates, Inc.

2008 Hourly Rate Schedule

Equation 1 - Indirect Labor (\$766,527) + General Administration (\$941,093) + Fringe Benefits (\$1,328,066) + Overhead Costs (included in General Admin.) = Breakeven Multiplier for Non-Direct Labor Costs (1.58)

Direct Labor Costs (\$1,920,793)

Equation 2 - Breakeven Multiplier for Non-Direct Labor Costs (1.58) x Direct Labor Costs (\$1,920,793) + Direct Labor Cost (\$1,920,793) = Total Breakeven Cost (\$4,955,646)

Equation 3 - Total Breakeven Cost (\$4,955,646) x 1.10 Acceptable Profit Margin = Total Acceptable Multiplier (2.84)

Direct Labor Costs (\$1,920,793)

Indirect Labor	\$766,527
General Administration and	\$941,093
Fringe Benefits	\$1,328,066
Overhead Costs	Included in General Admin above
Direct Labor	\$1,920,793

Title	Raw Hourly Rate	2.84 Multiplier Hourly Billing Rate
Principal	\$106.10	\$301.32
Principal Engineer	\$67.55	\$191.84
Quality Control Engineer	\$69.68	\$197.89
Project Manager	\$47.08	\$133.71
Project Engineer	\$41.60	\$118.14
Engineer	\$35.86	\$101.84
Designer	\$31.50	\$89.46
Senior CAD Technician	\$31.46	\$89.35
Junior CAD Technician	\$19.76	\$56.12
Construction Inspector	\$25.00	\$71.00
Administrative	\$17.16	\$48.73

Multiplier

Salary	1
Overhead 158%	1.58
Profit 10%	0.258
Multiplier	2.84

I hereby certify that the above stated raw hourly rates are accurate and reflect the firm's percentage of profit in the multiplier as 10% and percentage of overhead as 158%.

Brindley Pieters, P.E., President

Revised December 5, 2007

The City of Daytona Beach, RFQ 1307-1021

Continuing Professional Engineering Services for Potable Water and Wastewater Design

Brindley Pieters & Associates, Inc.**Reimbursable Expenses**

Brindley Pieters & Associates, Inc. will accept the City of Daytona's Reimbursable Expenses shown below and as stipulated in the City's August 20, 2007 letter.

Outside Printing

Copies 8.5" x 11"	\$0.06 sheet
Copies 11" x 17"	\$0.20 sheet
Color Copies 8.5 x 11"	\$0.75 sheet
Color Copies 11" x 17"	\$1.75 sheet
Bond Copies 24" x 36"	\$1.50 sheet
Mylar 24" x 36"	\$12.00 sheet
GBC binding	\$3.50 each
CD copies	\$10.00 each
Travel	IRS rate per mile

BOWYER-SINGLETON & ASSOCIATES, INC.

Continuing Professional Engineering Services for Potable Water and Wastewater Design

City of Daytona Beach Total Acceptable Multiplier

Equation 1 Indirect Labor (\$5,575,751) + General Administration (\$3,961,213) + Fringe Benefits (\$3,874,392) + Overhead Costs (included in General Admin) = Breakeven Multiplier for Non-Direct Labor Costs (1.9617)

Direct Labor Costs (\$6,836,347)

Equation 2 (Breakeven Multiplier for Non-Direct Labor Costs (1.9617) X Direct Labor Costs (\$6,836,347) + Direct Labor Cost (\$6,836,347) = Total Breakeven Cost (\$20,247,209)

Equation 3: Total Breakeven Cost (\$20,247,209) X 1.01295 Acceptable Profit Margin = Total Acceptable Multiplier (3.00)

Direct Labor Costs (\$6,836,347)

Rates - Unescalated

Survey Party - Daily Rates

INDIVIDUAL		LABOR	O H 196.17%	OPER MARGIN 1.295	TOTAL COST
3-MAN CREW					
PARTY CHIEF - Average	100.0%	\$24.50	\$48.06	\$0.94	\$73.50
INSTRUMENT - Average	100.0%	\$15.78	\$30.96	\$0.61	\$47.34
RODMAN	100.0%	\$11.50	\$22.56	\$0.44	\$34.50
TOTAL COST - PER HOUR		\$51.78			\$155.34
TOTAL COST - PER DAY					\$1,242.69
4-MAN CREW					
PARTY CHIEF - Average	100.0%	\$24.50	\$48.06	\$0.94	\$73.50
INSTRUMENT - Average	100.0%	\$15.78	\$30.96	\$0.61	\$47.34
RODMAN	100.0%	\$11.50	\$22.56	\$0.44	\$34.50
RODMAN	100.0%	\$11.50	\$22.56	\$0.44	\$34.50
TOTAL COST - PER HOUR		\$63.28			\$189.84
TOTAL COST - PER DAY					\$1,518.69
5-MAN CREW					
PARTY CHIEF - Average	100.0%	\$24.50	\$48.06	\$0.94	\$73.50
INSTRUMENT - Average	100.0%	\$15.78	\$30.96	\$0.61	\$47.34
RODMAN	100.0%	\$11.50	\$22.56	\$0.44	\$34.50
RODMAN	100.0%	\$11.50	\$22.56	\$0.44	\$34.50
RODMAN	100.0%	\$11.50	\$22.56	\$0.44	\$34.50
TOTAL COST - PER HOUR		\$74.78			\$224.34
TOTAL COST - PER DAY					\$1,794.70
Survey Crew Summary-Daily Rates:		3 MAN CREW	4 MAN CREW	5 MAN CREW	
Within 30 mile		\$1,242.69	\$1,518.69	\$1,794.70	
Over 30 miles (based on 9 hr. day)		\$1,398.02	\$1,708.53	\$2,019.04	

LABOR	O H 196.17%	OPER MARGIN 1.295	TOTAL HOURLY RATES
-------	----------------	-------------------------	--------------------------

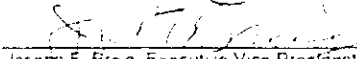
Survey Office Support Rates

Senior Surveyor Mapper	\$42.25	\$82.88	\$1.62	\$126.75
Professional Land Surveyor (PSM)	\$37.50	\$73.55	\$1.44	\$112.50
Survey Technician	\$24.00	\$47.05	\$0.92	\$72.00
Clerical	\$21.50	\$42.18	\$0.82	\$64.50

NOTE:

Bowyer-Singleton & Associates, Inc. will comply with the City's listing of common reimbursable expenses.

This is to certify that the above wage rates are effective as of June 9, 2007, as approved by the Board of Directors.


Joseph F. Breg, Executive Vice President

12/03/07

EXHIBIT A

**THE CITY OF DAYTONA BEACH
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
POTABLE WATER AND WASTEWATER DESIGN
RFQ 1307-1021**

**2007 Hourly Rate Schedule
Nodarse & Associates, Inc.**

The following schedule provides an hourly rate for the category of employee likely to be engaged in a work assignment under this Contract for the City of Daytona Beach:

CATEGORY OF EMPLOYEE	AVERAGE RAW LABOR RATES	TOTAL ACCEPTABLE MULTIPLIER	HOURLY RATE
Engineering			
Principal	\$66.66	3.0	\$199.98
Senior Engineer/Geologist	\$49.70	3.0	\$149.10
Project Manager/Senior Scientist	\$29.56	3.0	\$88.68
Project Engineer/Geologist/Scientist	\$26.52	3.0	\$79.56
Staff Engineer/Geologist/Scientist	\$25.24	3.0	\$75.72
Chief Environmental Technician	\$26.78	3.0	\$80.34
Sr. Engineering/Environmental/ Threshold Technician	\$19.57	3.0	\$58.71
Engineering/Environmental Technician	\$14.75	3.0	\$44.25
Senior CADD Technician	\$24.17	3.0	\$72.51
Secretary/Clerical	\$17.48	3.0	\$52.44


Statement: The following multiplier is derived from the 2006 Audited Financial Statement for Nodarse & Associates, Inc. Advertising, bad debt, capital cost of money, contributions, donations, and entertainment expenses are not included in overhead calculations.

1 Indirect Labor + General Administrative + Fringe Benefits + Overhead Costs	\$13,601,826
2 Direct Labor Cost	\$ 6,415,218
3 Breakeven Multiplier for Non-Direct Labor Cost = (Line 1/Line 2)	2.12
4 Total Breakeven Cost = (Line 2 x Line 3) + Line 2	\$20,015,480
5 Total Acceptable Multiplier = (Line 4 x 1.10)/Line 2	3.43

Total Acceptable Multiplier (TAM) Limited by Contract.....3.0

Affidavit: I hereby certify that the average raw labor rates listed for Nodarse & Associates, Inc. employees in this Exhibit A are true and accurate. Raw labor rates are a verifiable mid-range average as of November, 2007.

Nodarse & Associates, Inc.

By 
Maureen Boettger, Controller

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BK
BRIND-1

DATE (MM/DD/YYYY)
11/15/07

PRODUCER OLW 797 N. Orange Ave. Orlando FL 32801 Phone: 407-425-3411 Fax: 407-843-2632		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 Brindley Pieters and Associate Inc. Patricia McCarthy 401 CenterPointe Cir Ste 1501 Altamonte Springs FL 32701		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: The Maryland/Zurich	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Valuable Papers \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS02655739	11/11/07	11/11/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED LXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 1,000,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS02655739	11/11/07	11/11/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1000000 \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PAS02655739	11/11/07	11/11/08	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0265563900	11/13/07	11/13/08	WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1000000 \$ 1000000 \$ 1000000
A	OTHER Property Section Professional Liab	PAS02655739 EOC4275674-02	11/11/07 11/13/07	11/11/08 11/13/08	BPP Limit	\$123,100 \$1,000,000

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

The City of Daytona Beach is named as additional insured with respects to Project: RFQ 1307 - 1021, Continuing Professional Engineering Services for Potable Water and Wastewater Design. In the event of cancellation of this policy by the insure or any insured, the Company shall give not less then 30 days advance written notice to: City Clerk, The City of Daytona Beach.

CERTIFICATE HOLDER

SHANPON

City of Daytona Beach
 3651 LPGA Blvd.
 Daytona Beach, FL 32124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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