

10-320

## PROFESSIONAL SERVICES CONTINUING CONTRACT No. 2010-018-CA

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and TBE Group, Inc., d/b/a Cardno TBE, a Florida profit corporation ("CONSULTANT").

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

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

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

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

No purchase order will be valid unless the expenditure (i) is within the City Manager's authority under the City Code's purchasing provisions, or (ii) has been specifically approved by the City Commission or the Community Redevelopment Agency for the CITY.

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

**Section 3. Payment.** Each purchase order will set forth an amount for payment. Payment will be established as a not-to-exceed amount or fixed fee. In either instance the payment will be based on the fee/rate schedule attached hereto and incorporated herein as Exhibit B, and the purchase order will include sufficient documentation to describe the basis on which payment has been calculated.

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

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

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

(a) No payment will be due for services performed until CONSULTANT submits a proper invoice. CONSULTANT must separately invoice the CITY for each purchase order. Where the purchase order provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONSULTANT will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. Where the

purchase order provides for payment to be made based on the percentage of work completed, CONSULTANT will invoice the CITY no more frequently than monthly. Where the purchase order does not provide for partial payments, CONSULTANT will invoice the CITY only upon completion of the services described in the purchase order.

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

(c) The CITY shall within 30 days after receipt of an invoice notify the CONSULTANT that the invoice is improper, or pay CONSULTANT the amount due.

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

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

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

The Effective Date of this Contract is the date on which the last Party signs it. This Contract shall begin on the Effective Date and continue in effect until terminated as provided below.

**Section 8. Termination.**

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

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

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

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

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

**Section 9. Indemnification.** CONSULTANT will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, and CONSULTANT's officers, employees, and agents including subcontractors and other persons employed or utilized by the CONSULTANT in the performance of the contract.

**Section 10. Insurance.** CONSULTANT will provide and maintain at CONSULTANT's own expense, insurance of the kinds of coverage and in the amounts set forth in this Article.

**(a) Coverage and Amounts.**

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

**(2) Liability Insurance**, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONSULTANT and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which 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 in the performance of this Contract.

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

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

**(b) Proof of Insurance.** CONSULTANT will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONSULTANT will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONSULTANT will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates

In the event any or all of the required insurance coverages are cancelled by the insurer, the Contractor, or any named insured, it shall be the Contractor's responsibility to notify the City of such cancellation as soon as knowledge of the cancellation is obtained.

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

(c) **Replacement Required.** CONSULTANT will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. In the event such insurance will lapse, the CITY expressly reserves the right to renew the insurance at CONSULTANT'S expense.

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

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

To the CITY:  
James R. Sloane, City Engineer/  
Public Works Director  
City of Daytona Beach Public Works  
PO Box 2451  
Daytona Beach, FL 32115-2451  
Fax: 386-671-8620

To CONSULTANT:  
Roger B. Register, Project Manager/ Deputy  
Director  
Cardno TBE  
2804 Remington Green Cir., Suite 4  
Tallahassee, FL 3238  
Fax: 850-385-8233

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

**Section 12. Personnel.** In order to induce the CITY into entering this Contract, CONSULTANT represents that **Roger B. Register, Project Manager/Director** will generally perform or directly supervise the tasks assigned to CONSULTANT herein. CONSULTANT represents that CONSULTANT has or will secure at CONSULTANT's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

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

**Section 13. Limitation on Waivers.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, shall be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision of any of the services furnished under this Contract.

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

#### **Section 14. General Terms and Conditions.**

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

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

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

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

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

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

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

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

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

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

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

to a Force Majeure event shall promptly notify the other Party of the Event and shall use its best efforts to minimize any resulting delay.

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

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

**(n) Incorporation of RFP and Proposal.** The CITY's Request for Proposals # 0310-2560, and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

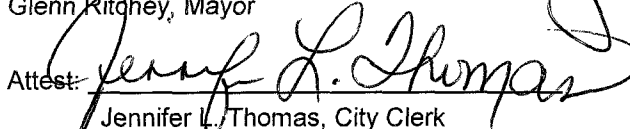
**(o) Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

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

**THE CITY**

By:   
Glenn Ritchey, Mayor

Attest:   
Jennifer L. Thomas, City Clerk

Date: 12.15.10

**CONSULTANT**

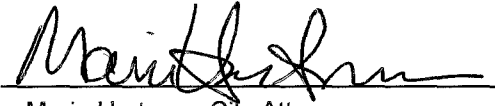
By: 

Printed Name: Steven P. Howarth, PE

Title: Vice President

Date: 11-18-10

Approved as to legal form:

By:   
Marie Hartman, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **1. Objective**

The Environmental Consulting firm (Consultant) shall assist the City in management and execution of state and federal grants, assessment, remediation, and redevelopment of properties located in the jurisdiction of Daytona Beach, Volusia County, Florida.

The scope of work shall be considered "work of a specific nature" pursuant to Florida State Statute 287.055:

The City of Daytona Beach (City) has been awarded a \$200,000 Hazardous Substance Brownfields Assessment Grant and a \$200,000 Petroleum Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA). The Consultant shall meet all state and federal requirements for work funded by the associated EPA Brownfields Assessment Grants.

Grant funds will be used to involve the community in the decision making process, to identify priority sites, to conduct Phase I and Phase II Environmental Site Assessments at priority sites, to perform health monitoring activities, and to conduct cleanup and redevelopment planning of assessed Brownfields properties. In addition, the Consultant may be authorized to work on future EPA Cleanup grants or other federal grants which may be awarded in the future years.

#### **A. Project Overview**

Brownfields are defined as abandoned or underutilized properties where redevelopment is limited by actual or perceived environmental contamination of the site. Project funds will be used to educate the City about Brownfields, environmental contamination and redevelopment, as well as garner community input on specific sites and projects. A majority of funding will be spent on actual assessments and clean-up planning for specific sites. EPA programmatic support will be required by the Consultant.

#### **B. Project Deliverables/Requirements**

Consultant shall deliver the following items in a timely manner. It is understood that each site-specific project will differ somewhat in its individual needs:

- ❖ Quality Assurance Management Plan (QAMP)
- ❖ Monthly reports
- ❖ Quality Assurance Project Plan (QAPP)



- ❖ Environmental Health and Safety Plan (HASPs)
- ❖ Environmental Site Assessment Reports (ESAs)
- ❖ Brownfield Site Rehabilitation Agreements (BSRA)
- ❖ Threatened and Endangered Species Survey and Historical and Cultural Resource Survey Reports
- ❖ Risk Assessment Reports
- ❖ Remediation and Redevelopment Plans
- ❖ Phase I Environmental Assessment Report
- ❖ Phase II Environmental Assessment Report
- ❖ Community Involvement Plans or Public Involvement Plan
- ❖ Cleanup and Redevelopment Plans
- ❖ Analysis of Brownfields Cleanup Alternatives (ABCAs)
- ❖ Close-out Report
- ❖ Remedial Action Plans
- ❖ Cleanup/Remediation

## 2. **Scope of Services:**

Any project(s) performed under this RFP are subject to the availability of funding, approvals and permitting. There are no guarantees that any of the projects will be authorized. The Scope of Work includes, but is not limited to:

- Prepare Quality Assurance Management Plans (QAMPs) according to EPA requirements;
- Familiarity with EPA's "All Appropriate Inquiry" for assessing the environmental conditions of Brownfield properties;
- Familiarity with measures, processes and outcomes of EPA Region 4 including grant "Terms and Conditions";
- Prepare all necessary EPA reporting forms required under EPA's Terms and Conditions for a specific grant award;
- Prepare Phase I Environmental Site Assessment in accordance with the EPA Standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation and Liability Act) and American Society for Testing and Materials (ASTM) Standard E1527-05;
- Complete Phase II Environmental Site Assessments at designated sites according to the site-specific QAPP, EPA and ASTM Standard E-1903-97 or its equivalent;
- Complete Threatened and Endangered Species Survey in compliance with the Endangered Species Act (ESA) and Historical and Cultural Resource Survey in compliance with the National Historic Preservation Act (NHPA) of properties designated for a Phase II Environmental Site Assessment;

- Prepare Quality Assurance Project Plans (QAPP) and Health & Safety Plans (HASP) according to the EPA requirements for sites that require a Phase II Environmental Site Assessment;
- Completion and submittal of tasks pursuant to the site rehabilitation process of Chapters 62-780 and 62-785, Florida Administrative Code, (F.A.C.), which use Risk-Based Corrective Action principles to achieve a Site Rehabilitation Completion Order. Tasks may include preparation and submittal of Source Removal, Site Assessment Reports and Remedial Action Plans;
- Design and Implementation of approved remedial measures for hazardous waste and petroleum products, conduct sampling and reporting of remediation progress and be able to obtain a Site Rehabilitation Completion Order;
- Assist with preparing and negotiating Brownfield Site Rehabilitation Agreements between the City, a developer or prospective buyer and the FDEP Brownfields program for voluntary clean-up of sites;
- Designation of brownfield sites/areas in accordance with 376.80, Florida Statutes;
- Conduct site-specific risk assessments as needed for designated sites where Phase II Environmental Site Assessments have been completed;
- Prepare Community Involvement or Public Involvement Plans;
- Prepare EPA quarterly grant reports;
- Prepare EPA Property Profile Sheets;
- Enter data into EPA's ACRES database;
- Develop integrated remediation and redevelopment plans as needed for designated sites using risk-based corrective action;
- Prepare monthly reports documenting consultant's activities while work on specific sites is on-going;
- Complete and distribute a final close-out report summarizing all grant activities;
- Completion of Voluntary Cleanup Tax Credit applications pursuant to Chapter 62-788, F.A.C;
- Brownfields Program Management and Execution;
- Grant-writing resources for upcoming state and federal funding sources;
- Identify private sector needs related to the redevelopment of environmentally impaired properties;
- Identify developers interested in brownfields properties in the City;
- Real-estate brokerage service;
- Lobby State and Federal legislators or agencies for appropriations to rehabilitate City-owned properties;
- Demographic and economic studies:
  - regional market analysis,
  - site selection,
  - finance strategies, and
  - geographic information systems;
- Planning services:

- zoning and land use
  - findings of necessity,
  - master planning and
  - feasibility studies;
- Transportation planning

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Exhibit B: FEES

HOURLY RATE SCHEDULE

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects under the 2010 EPA Brownfields Assessment grant awarded to The City of Daytona Beach

<u>Category of Employee</u>	<u>Not to Exceed</u> <u>Hourly Rate</u>
Project Manager .....	\$41 - \$66*
Senior Engineer/Geologist/Planner.....	\$36 - \$66 *
Project Engineer/Geologist.....	\$31 - \$62
Staff Engineer/Geologist/Scientist.....	\$26 - \$47
Director .....	\$55 - \$66 *
Planner .....	\$26 - \$47
Senior Designer.....	\$29 - \$48
Designer .....	\$22 - \$38
Field Technician.....	\$22 - \$38
Technician.....	\$19 - \$32
Draftsperson.....	\$16 - \$32
Technical/Administrative Assistant.....	\$14 - \$28

*Total Multiplier = 3.0*

\*Upper hourly rate range capped in accordance with City of Daytona Beach's policy for hourly rates - upper hourly rate not to exceed \$200 per hour.

BILLING MULTIPLIER

Calculation of Billing Multiplier:

Fringe Benefit rate	66.61 %
General overhead rate	99.88 %
Total Overhead & Fringe	166.49 %
Profit	12.57 %

Billing Multiplier = (Raw Cost + Total OH & Fringe) x Profit = (1 + 1.6649) x 1.1257 = 3.0

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