

**AMENDMENT NO. 1 TO (CONTRACT 2006-21)
CONTRACT FOR CONTINUING PROFESSIONAL LAND SURVEYING
AND UNDERGROUND UTILITY LOCATIONS SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the "CITY") and Southeastern Surveying & Mapping Corporation ("CONSULTANT"), hereby agree to amend the above-referenced Contract, effective on the date last signed below.

WITNESSETH:

WHEREAS, the City approved the above-referenced Contract with Consultant by Resolution 08-197; and

WHEREAS, Southeastern Surveying & Mapping Corporation has requested the City to agree to amend the Contract to provide for increased service rates; and

WHEREAS, additional changes are required to the Contract to reflect current administrative practices.

NOW, THEREFORE, the City and Consultant agree to amend the Contract as follows, based on the mutual valuable consideration contained herein.

1. Article III is amended to eliminate the requirement that Work Authorizations be in the form as set forth in Exhibit B to the Contract. The Parties agree that Work Authorizations may in the alternative be in the form of a written proposal from Consultant, consistent with the provisions of the Contract, as amended, and the City's written purchase order accepting said proposal.

2. Article V is amended in its entirety to read as follows:

ARTICLE V - Compensation: Each work authorization will set forth an amount for payment. Payment will be established as either a not-to-exceed or fixed fee. In either instance the purchase order will include sufficient documentation to describe the basis on which the fee has been calculated.

A. The fee will be based on the approved Hourly Rate Schedule, except when the purchase order specifically provide an alternative basis for the fee. Only the City Commission, or for purchase orders funded by redevelopment trust funds, the Community Redevelopment Agency governing board, is authorized to approve purchase orders providing for an alternative basis for the fee.

B. All work authorizations entered into after the effective date of this amendment, the Hourly Rate Schedule will be the Schedule set forth on Exhibit C-1 attached hereto and incorporated herein. Exhibit C-1 replaces Exhibit C to the Contract for all such work authorizations, except as provided below.

3. Article VI is amended to read as follows:

Article VI - Billing and Payment Procedures: In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or referenced Exhibits, payment terms and conditions are as follows:

- A. No payment will be due for services performed until CONSULTANT submits a proper invoice. CONSULTANT must separately invoice the CITY for each work authorization. Where the work authorization 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 work authorization provides for payment to be made based on the percentage of work completed, CONSULTANT will invoice the CITY no more frequently than monthly. Where the work authorization does not provide for partial payments, CONSULTANT will invoice the CITY only upon completion of the services described in the 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 (if applicable) is contingent upon proof of same.
- C. The CITY will within 30 days after receipt of an invoice notify the CONSULTANT that the invoice is improper, or pay CONSULTANT the amount due.

4. Article XVI is hereby created to read as follows:

Article XVI – Public Records: To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

- A. Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.
- B. Providing the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.
- C. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meeting all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

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5. Exhibit C-1 to the Contract, as referenced above, is hereby attached hereto and incorporated herein.

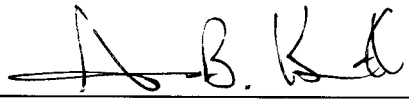
All other provisions of the Contract remain in full force and effect.

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

THE CITY

CONSULTANT

By: 
Derrick L. Henry, Mayor

By: 
Printed Name: Gary B. Krick, PSM
Title: President

Attest: 
Letitia LaMagna, City Clerk

Date: February 2, 2016

Date: 3-16-16

Approved as to Legal Form:

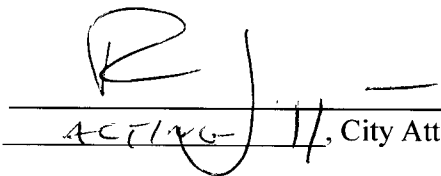
By: 
ACTING, City Attorney

EXHIBIT C-1

Southeastern Surveying And Mapping Corporation Proposed Wage Rate Data

<u>Position Category</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billable Rate</u>
Surveyor & Mapper PSM	\$47.57	2.70	\$128.44
Project Manager/SUE	\$45.67	2.70	\$123.31
Utility Coordinator	\$31.98	2.70	\$86.35
G.I.S. PE	\$38.90	2.70	\$105.03
G.I.S. Analyst	\$26.47	2.70	\$71.47
G.I.S. Technician	\$19.50	2.70	\$52.65
Sr. Technician	\$29.43	2.70	\$79.46
CADD Technician	\$27.21	2.70	\$73.47
2-Person Crew Rate	\$45.84	2.70	\$123.77
3-Person Crew Rate	\$62.93	2.70	\$169.91
4-Person Crew Rate	\$80.02	2.70	\$216.05
2-Person SUE Rate	\$42.50	2.70	\$114.75
3-Person SUE Rate	\$60.10	2.70	\$162.27

In the most recent reporting period , which consisted of the January payroll period of 2016, Southeastern Surveying and Mapping Corporation had the following multipliers, which are submitted as consideration to be used on this Contract.

General Overhead Rate	86.61%
Fringe Benefit Rate	57.74%
Fringe + General Overhead Rate	144.35%
Salary + Fringe + General Overhead Rate	244.35%
Profit Margin(10% of 244.35%)	24.44%
Billable Rate	2.6879%

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true.
This is to certify that the above salary information is accurate as of January 22, 2016.

Gary B. Krick, P.S.M., President
Name of Company Officer, Title

1/26/16
Date

