

**AMENDMENT NO. 1 TO CONTRACT 1307-1022
CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the "CITY") and Carollo Engineers, Florida Corporation, ("CONSULTANT"), hereby agree to amend the above referenced Contract (the "Contract") approved by City Commission Resolution 08-177, as follows:

1. Article III is amended to read as follows:

ARTICLE III. Projects Must be Authorized in Writing. This Contract, in and of itself, does not require the CONSULTANT to perform any Project or provide payment for services rendered by the CONSULTANT. No Project will be performed under this Contract, and no payment obligation will arise for performance of Projects, except when specifically authorized by a written work authorization issued in accordance with the CITY'S procurement policies. A work authorization will consist of the CONSULTANT's detailed parameters for the Project, such as deliverables and deadlines, consistent with the provisions of this Contract, and the CITY's purchase order. The work authorization will also provide, if required by the CITY, identification of any or all subconsultants, a breakdown of the work to be provided by each, and the costs associated with such work; provided, however, that CONSULTANT will remain fully responsible to the CITY for all aspects of the Project. No work authorization issued may alter the terms and conditions of the Contract. In case of a conflict with a purchase order, this Contract will govern.

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

2. Article V is amended to read as follows:

Article V - Fees; Limitations on Fees: Each work authorization will set forth an amount for payment for the Project referenced. Payment will be established as either a not-to-exceed or fixed fee. In either instance the work authorization will include sufficient documentation to describe the basis on which the fee has been calculated.

The fee set forth will be based on the Hourly Rate Schedule agreed upon by the Parties, except when the work authorization specifically provides an alternative basis for the fee. Only the Daytona Beach City Commission, or for purchase orders funded by redevelopment trust funds, the Daytona Beach Community Redevelopment Agency governing board, is authorized to approve work authorizations providing an alternative basis for the fee.

Commencing in 2019, and every three years thereafter, CONSULTANT may request in writing that the CITY approve an adjustment in the hourly rates approved under this Contract. The request must be made no later than 90 days before the anniversary of the Effective date of this Contract (i.e., May 18th). The written request will be accompanied by documentation confirming that the rates requested are consistent with the prevailing rates currently provided by CONSULTANT under existing continuing service contracts with other local government agencies within Florida and other documentation as may be requested to support the rates. The City Manager will be authorized to approve, by formal amendment to the Contract, or reject the requested rate change, on the CITY's behalf. An amendment approved by the City Manager under this Section will become effective only for purchase orders issued after the next anniversary of the Effective Date, and must contain a replacement Hourly Rate Schedule (to be attached to and incorporated into this Contract as a replacement to the then current Schedule).

3. Article VII is amended to read as follows:

Article VII - 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 purchase order. Where the work authorization provides that payment will be 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 services 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 work authorization.

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 XVII is added and reads as follows:

Article XVII - Public Records Compliance.

A. To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONSULTANT fails to transfer such records to the CITY if CONSULTANT does not transfer such records to the CITY.

(4) Upon completion of the service provided for in the work authorization or of this Contract, keep and maintain public records required by the CITY to perform the service. CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

B. Nothing herein will be deemed to waive CONSULTANT's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

5. Article XVIII is added and reads as follows:

Article XVIII - Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any other judicial remedies.

A. Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

B. Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection A proves unsuccessful or the Parties mutually waive the Subsection A procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

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

6. Article XIX is added and reads as follows:

Article XIX - General Terms and Conditions.

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

B. Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval

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

D. 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.

E. 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.

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

7. Exhibit B to the Contract is deleted in its entirety.

8. Exhibit C, "Fee Schedule" is replaced with the Fee Schedule attached hereto as Exhibit B-2. All references in the Contract to "Exhibit C" will hereafter be deemed to the Exhibit B-2, or to the Schedule currently in effect through formal Amendment as referenced above.

(Remainder of page intentionally left blank. Amendment continues on following page.)

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

IN WITNESS WHEREOF, the City and the 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 By: Larry Elliott
Derrick L. Henry, Mayor Printed Name: LARRY ELLIOTT

Title: SR VICE PRESIDENT

Date: 10/13/16

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 11-11-16

Approved as to Legal Form:

By: Robert Jagger
Robert Jagger, City Attorney

CITY OF DAYTONA BEACH
CONTINUING PROFESSIONAL SERVICES
AMENDMENT TO CONTRACT NO. 1307-1022

EXHIBIT NO. B-2
FEE SCHEDULE
CAROLLO ENGINEERS INC.

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for our project with City of Daytona Beach.

Base Rate:	100.00%
Overhead & Fringe Benefits:	176.08%
Subtotal:	276.08%
Profit	8.70%
OVERALL MULTIPLIER	3.00

Individual classification for personnel hourly rates are as follows:

Labor Classification	Basic Hourly Rate	Overall Multiplier	Billable
Engineers/Scientists			
Assistant Professional ES I	\$35.39	3.00	\$106.17
Assistant Professional ES II	\$38.81	3.00	\$116.43
Professional ES III	\$44.53	3.00	\$133.59
Professional ES IV	\$51.03	3.00	\$153.09
Project Professional ES V	\$53.89	3.00	\$161.67
Project Professional ES VI	\$60.49	3.00	\$181.47
Lead Project Professional ES VII	\$66.10	3.00	\$198.30
Senior Professional ES VIII	\$76.90	3.00	\$230.70
Engineering Technicians			
Technician ET I	\$22.59	3.00	\$67.77
Technician ET II	\$25.20	3.00	\$75.60
Technician ET III	\$25.57	3.00	\$76.71
Technician ET IV	\$29.66	3.00	\$88.98
Senior Technician ET V	\$34.70	3.00	\$104.10
Senior Technician ET VI	\$37.66	3.00	\$112.98
Senior Technician ET VII	\$43.64	3.00	\$130.92
Senior Technician ET VIII	\$48.31	3.00	\$144.93
Engineering Aides			
Engineering Aides EA I	\$20.88	3.00	\$62.64
Engineering Aides EA II	\$22.48	3.00	\$67.22
Engineering Aides EA V	\$35.42	3.00	\$105.92
Engineering Aides EA VI	\$42.81	3.00	\$128.01
Engineering Aides EA VII	\$46.15	3.00	\$137.99
Engineering Aides EA VIII	\$50.66	3.00	\$151.49
Office Staff			
Admin/Clerical	\$23.73	3.00	\$70.96
Word Processing	\$25.19	3.00	\$75.33
Marketing/PC	\$35.73	3.00	\$106.84
Construction Inspection			

Construction Inspection

Inspector	\$31.00	3.00	\$93.00
Resident Engineer	\$42.23	3.00	\$126.71
Construction Manager	\$53.45	3.00	\$160.37

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, {\$195,000}, the agency shall require the firm receiving the award to execute a **truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.**

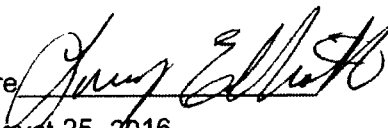
The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

Larry E. Elliott, P.E. Senior Vice President

Printed Name & Title

Signature

Date: August 25, 2016



**City of Daytona Beach
Continuing Professional Services
Carollo Engineers Inc.
Summary of Potential Other Direct Costs**

Category	Unit	Cost
Reproduction		
B&W Copies (8.5"X11")	each	\$0.06
B&W Copies (8.5"X14")	each	\$0.11
B&W Copies (11"X17")	each	\$0.11
Blackline Copy (24"x36")	each	\$0.45
Color Copies (8.5"X11")	each	\$0.27
Color Copies (8.5"X14")	each	\$0.27
Color Copies (11"X17")	each	\$0.27
Color Copies (24"X36")	each	\$6.50
LightJet Photo Prints	s f.	\$9.13
5 Mil Gloss Laminate (8.5"X11")	each	\$2.34
Matte/Gloss Lamination	s f.	\$3.99
GBC Binding up to 1"	per book	\$3.50
GBC Binding 1"-2"	per book	\$4.50
Coil Binding	per book	\$5.00
3 Hole Drill	per book	\$0.57
Screw Post Binding	per book	\$3.50
Bind Plot Sets (11"X17")	set	\$0.34
Bind Plot Sets (24"X36")	set	\$0.46
Copy Tabs for Reports	each	\$0.40
Other Reprographic Services	each	at cost
Materials		
Bond Plots (22"X34")	each	\$0.93
Vellum Plots (24"X36")	each	\$2.12
Mylar Plots (24"X36")	each	\$4.11
Binder	each	at cost
8.5" x 11" Heavy Cover Stock	each	\$0.11
11"X17" Heavy Cover Stock	each	\$0.23
3/16" Foam Core Mount	s.f.	\$3.99
3/16" Gator Board Mount	s f.	\$5.14
DVD rewritable	each	\$4.00
Electronic Media		
Compact Disc write only	each	\$0.86
Compact Disc rewritable	each	\$1.31
DVD write only	each	\$1.14
DVD rewritable	each	\$4.00
Communications		
Facsimile (Long Distance)	minute	at cost
Phone Calls (Long Distance)	minute	at cost
Mobile Phone	minute	at cost

**City of Daytona Beach
Continuing Professional Services
Carollo Engineers Inc.
Summary of Potential Other Direct Costs**

Category	Unit	Cost
Mail		
US Mail	each	at cost
Courier	each	at cost
Express Mail	each	at cost
Miscellaneous		
Legal Notices	each	at cost
Permit Application Fees	each	at cost
Field supplies	each	at cost
Water Level Analysis Equipment	day	at cost
Water Quality Analysis Equipment	day	at cost
Travel⁽¹⁾		
Per Diem	day	at cost
Mileage ⁽³⁾	mile	at cost
Tolls	each	at cost
Hotel	day	at cost
Rental Car	day	at cost
Air fare	each	at cost
Meals - breakfast	each	\$6.00
Meals - lunch	each	\$11.00
Meals - Dinner	each	\$19.00
Specialty Computer Software	each	at cost

Notes:

- (1) Travel Costs will be in accordance with City's Travel Policy guidelines.
- (2) Where "at cost" is indicated in the Cost column, expenses will be passed on without markup.
- (3) Mileage costs will be at the approved Federal (IRS) standard mileage rates.
- (4) Travel and per diem charges shall not exceed the limits as set forth in the current Section 112.061 Florida Statutes. The values shown above are current as of the execution day of this contract.