

**CONTINUING PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. 0514-1640-GM**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and GMB Engineers & Planners, Inc., 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 Transportation Planning 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.

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, and 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 claim for services furnished by the CONSULTANT not specifically provided for herein will be honored by the CITY.

Section 3. Basis for Payment; Fee Schedule. 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 purchase order will include sufficient documentation to describe the basis on which payment has been calculated. The fees charged will be consistent with the proposed rate schedule attached hereto and incorporated herein as Exhibit B, except when the City specifically approves otherwise for a specific purchase order. 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 that are based on a modified fee schedule.

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 will fully bear those costs and expenses.

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

Section 4. Billing and Payment Procedure. 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 will 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 of care and skill ordinarily used by members of CONSULTANT's 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 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.

Section 7. Documents and Records.

(a) 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.

(b) CONSULTANT understands and agrees that CITY will have the right to re-use any plans and specifications, including construction drawings that CONSULTANT is required to provide to CITY pursuant to this Contract without having to obtain further approvals from or providing additional compensation to CONSULTANT. CITY understands and agrees that CONSULTANT will not be liable for CITY's use of such plans and specifications other than for the purposes intended by this Contract.

(c) To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, as amended pursuant to Laws of Florida Chapter 2013-154, which include the following:

(1) CONSULTANT will keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) CONSULTANT will provide 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.

(3) CONSULTANT will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) CONSULTANT will meet 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, CONSULTANT will provide the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

Section 8. Effective Date and Term. The Effective Date of this Contract is the last signature date set forth below (the "Effective Date").

The Term of this Contract is three (3) years, commencing on the Effective Date.

Purchase order entered into prior to expiration or termination of the Term will remain valid unless directed otherwise by CITY in a notice of termination. The CITY will have the option to renew this Contract for up to two Terms of one year each, by providing CONSULTANT written notice at least 60 days before the end of the current Term.

Section 9. Termination of Agreement

(a) The CITY may terminate this Contract, in whole or in part, at any time, for the CITY's convenience or upon CONSULTANT's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the CITY must provide CONSULTANT 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

(2) Before terminating due to CONSULTANT's material breach of its contractual obligations, CITY must provide CONSULTANT prior written notice, specifying the breach and demanding that CONSULTANT remedy the breach within 10 days of the notice. This Contract will terminate automatically and without need for additional notice if CONSULTANT fails to remedy the material breach within this 10 day period.

In either instance upon termination CONSULTANT will 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 will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the CONSULTANT's material breach, the CITY reserves all rights and remedies it may have under law due to such breach.

(d) If after notice of termination for the CONSULTANT's material breach it is determined by the CITY or by a court of law that the CONSULTANT had not materially breached this Contract, or that the CITY's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONSULTANT will 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 10. Suspension of Services. If the notice of default issued by the CITY pursuant to the preceding Section so directs, CONSULTANT will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. 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 CONSULTANT's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "CONSULTANT," includes CONSULTANT's officers, employees, and agents, including subcontractors and other persons employed or used by CONSULTANT. This

indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. 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 Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(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 will 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 POLICIES DESCRIBED IN THIS PARAGRAPH 12(a)(2)(i) WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will 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 will be in an amount of no less than \$2,000,000. 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.

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date no later than the Effective Date and with a two year reporting tail beyond the annual expiration date of the policy.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(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 all required insurance has been filed with and approved by the CITY. CONSULTANT will furnish such proof 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.

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) Cancellation; 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. If a required policy is canceled without CONSULTANT's prior knowledge CONSULTANT will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONSULTANT'S expense if CONSULTANT fails to do so.

(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.

(e) Liabilities Unaffected. CONSULTANT's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONSULTANT's liabilities under this Contract will not be limited by the existence of any exclusions or limitations in insurance coverages, or by CONSULTANT'S failure to obtain insurance coverage.

CONSULTANT will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONSULTANT that does not meet the requirements of this Contract.

Section 13. 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:

Richard Walton, Planning Director
City of Daytona Beach Planning
PO Box 2451
Daytona Beach, FL 32114
Fax: 386-671-8059

To CONSULTANT:

David Mulholland, P.E., Senior Vice President
GMB Engineers & Planners, Inc.
2602 E. Livingston Street
Orlando, FL 32803
407-898-5425

Either Party may change the name or address for receipt of that Party's notices, by providing the other Party written notice in the manner described above.

Section 14. Personnel. In order to induce the CITY into entering this Contract, CONSULTANT represents that Demond Hazley, P.E./Project Manager will generally perform or directly supervise the tasks assigned to CONSULTANT herein, and that CONSULTANT will not replace Demond Hazley, P.E./Project Manager without the CITY's prior written approval. 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 15. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONSULTANT, will be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT will 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

Section 17. 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 mediation 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.

Section 18. 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

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) 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. Except where specifically provided herein, 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 will promptly notify the other Party of the Event and will 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 that 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 0514-1640 and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C. This Exhibit is not attached but 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.

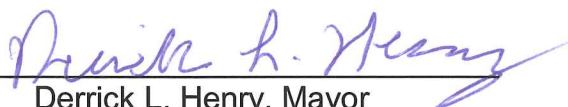
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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth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

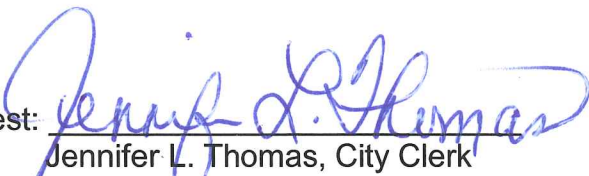
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONSULTANT

By: 
Derrick L. Henry, Mayor

By: 

Attest: 
Jennifer L. Thomas, City Clerk

Printed Name: DAVID MULHOLLAND

Title: SR. VICE PRESIDENT

Date: November 5, 2014

Date: 8.30.2014

Approved as to legal form:

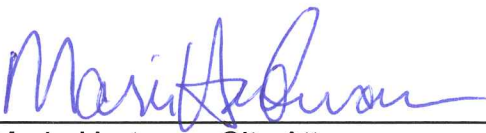
By: 
Marie Hartman, City Attorney

EXHIBIT A: Scope of Services

TRANSPORTATION PLANNING SERVICES

SCOPE OF WORK

The Consultant shall provide services for one or more of the following tasks, and other tasks within the general scope of services described herein.

- A. Transportation Planning Support: The Consultant may be requested to develop intersection, corridor, and/or area-level of service analyses and recommendations related to improving existing traffic patterns. If necessary, the Consultant may further be requested to revise/refine the software which will facilitate the conversion or integration of data among various software applications including, but not limited to, ARC/INFO or ARC/VIEW, FSUTMS, TRANPLAN, ART PLAN, Highway Capacity Software, Excel and Dbase.
- B. Geographic Information System (GIS) Database, and System Administration: The Consultant may be requested to develop Geographic Information System (GIS) applications and related databases utilizing the GIS software. The work may include development and/or acquisition of data sets for use with GIS; data transfer interfaces between native data format and the GIS format; data transfer interfaces between other applicable computerized formats and the GIS data format; and development/refinement of software subroutines to perform software integration, data manipulation, mapping, analysis functions through the GIS system. The work may require some system/process design, software expansion/refinements, database updates and integration, and documentation protocols.
- C. Roadway Characteristics Inventory (RCI): The Consultant may be required to review/extract general highway data, using the Florida Department of Transportation RCI system, and enter this information into computer system/records for purposes of conducting the necessary task(s) for this study. The Consultant will need to assist the City with maintenance of this information on an on-going basis.
- D. Other Support: The Consultant may be required to assist staff in preparing various mapping and graphics tasks for presentation or report purposes using ARC/VIEW, or other graphics software and techniques.
- E. Other Tasks: The Consultant may be required to assist the Planning and Engineering Division performing the tasks itemized below. Fulfillment of these tasks will require the Consultant to possess and maintain a thorough working knowledge of the City's roadway characteristics, existing levels of service and

capacities, existing and project concurrency shortfalls, and overall concurrency management system.

1. Review or prepare Development or Regional Impact (DRIs) and Florida's Quality Developments (FQDs);
2. Review or prepare a multi-modal study or transportation alternative study;
3. Review or prepare revisions to the City's Transportation Impact Fee Ordinance;
4. Review or prepare Traffic Impact Analyses;
5. Review or prepare Transportation Concurrency Assessment;
6. Review or prepare Comprehensive Plan Amendments (CPAs);
7. Review or prepare Evaluation and Appraisal Reports (EARs) of the Comprehensive Plan, or specific elements thereof;
8. Provide support to staff for tasks and grant applications related to the Transportation Planning Organization or other grant applications;
9. Provide support to staff for tasks and grant applications relating alternative transportation modes, including sidewalks and multi-use trails;
10. Conduct Corridor Analyses related to travel speed, existing and future capacity, levels of service, operating characteristics, etc.;
11. Provide Public Involvement services;
12. Provide Access Management Support;
13. Conduct traffic signal warrant studies;
14. Conduct traffic calming studies;
15. Design traffic calming improvements;
16. Provide traffic count support;
17. Review or prepare queuing calculations;
18. Provide recommendations for Functional Classification of Roadways and Jurisdictional Transfers; and
19. Update and maintain the City's vested trip tracker



EXHIBIT B Hourly Rate Schedule

City of Daytona Beach: Transportation Planning Continuing Services

Proposal No. 0514-1640

Consultant Name: GMB Engineers & Planners, Inc.

<u>Team Member Position</u>	<u>Base Rate / Raw Labor</u>	<u>Fringe and Overhead Percentage</u>	<u>Profit Percentage</u>	<u>Standard Billing Rate</u>	<u>Proposed Rate</u>	<u>Rates Capped at 3.0 Multiplier</u>
Principal In-Charge	\$69.71	166.710%	18.00%	\$198.47	\$188.22	\$198.47
Project Manager	\$33.65	166.710%	18.00%	\$95.80	\$90.22	\$95.80
Project Engineer	\$27.88	166.710%	18.00%	\$79.38	\$75.28	\$79.38
Traffic Analyst	\$21.63	166.710%	18.00%	\$61.58	\$58.40	\$61.58
Traffic Technician	\$18.74	166.710%	18.00%	\$53.35	\$50.60	\$53.35
Clerical	\$18.75	166.710%	18.00%	\$53.38	\$50.63	\$53.38

Sub Consultant Name: LittleJohn Engineering Associates, Inc.

<u>Team Member Position</u>	<u>Base Rate / Raw Labor</u>	<u>Fringe and Overhead Percentage</u>	<u>Profit Percentage</u>	<u>Standard Billing Rate</u>	<u>Proposed Rate</u>	<u>Rates Capped at 3.0 Multiplier</u>
Sr Transportation Planner	\$74.71	174.000%	15.00%	\$215.91	\$215.91	\$215.91
Sr Transportation Engineer	\$40.63	174.000%	15.00%	\$117.42	\$117.42	\$117.42
Transportation Engineer	\$28.13	174.000%	15.00%	\$81.30	\$81.30	\$81.30
Sr Landscape Designer	\$73.03	174.000%	15.00%	\$211.06	\$211.06	\$211.06
Sr Landscape Architect	\$48.46	174.000%	15.00%	\$140.05	\$140.05	\$140.05
Landscape Architect	\$36.78	174.000%	15.00%	\$106.29	\$106.29	\$106.29
Sr Planner	\$58.65	174.000%	15.00%	\$169.50	\$169.50	\$169.50
Planner	\$28.85	174.000%	15.00%	\$83.38	\$83.38	\$83.38
Jr. Planner	\$21.63	174.000%	15.00%	\$62.51	\$62.51	\$62.51
Roadway Engineer	\$37.26	174.000%	15.00%	\$107.68	\$107.68	\$107.68
Jr. Roadway Engineer	\$25.48	174.000%	15.00%	\$73.64	\$73.64	\$73.64
Technician	\$22.36	174.000%	15.00%	\$64.62	\$64.62	\$64.62
Administrative Assistant	\$28.46	174.000%	15.00%	\$82.25	\$82.25	\$82.25

David W. Mulholland, P.E.

Date

RESOLUTION NO. 17-333

A RESOLUTION APPROVING AMENDMENT NO. 1 TO CONTRACT NO. 0514-1640-GM WITH VANASSE HANGEN BRUSTLIN, INC. (F/K/A GMB ENGINEERS & PLANNERS, INC.), FOR AS-NEEDED PROFESSIONAL TRANSPORTATION PLANNING SERVICES, REVISING THE HOURLY RATE SCHEDULE TO ALLOW FOR INFLATION AND TO MAINTAIN A COMPETITIVE COMPENSATION RATE THAT WILL HELP MAINTAIN THE QUALITY OF THE WORKFORCE; APPROVING ADDITIONAL AMENDMENTS TO REFLECT CURRENT CITY CONTRACT STANDARDS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 14-317, the City Commission entered into contracts with Planning Solutions Corp, Lassiter Transportation Group, Inc., Traffic Engineering Data Solutions, Inc., GMB Engineers & Planners, Inc. (n/k/a Vanasse Hangen Brustlin, Inc.), and Ghyabi & Associates, Inc., for as-needed professional transportation planning services, with the scope of services and compensation to be negotiated and mutually agreed upon for each project prior to authorization by the City, for initial three-year terms with options to renew each contract for two terms of one-year; and

WHEREAS, by Resolution No. 17-255, the City Commission exercised the option to renew the referenced contracts for one additional two-year term on each contract, extending the terms of each contract to November 4, 2019.

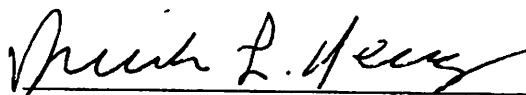
WHEREAS, the Planning Director recommends approval of Amendment No. 1 to Contract No. 0514-1640-GM with Vanasse Hangen Brustlin, Inc., providing for adjustment in rates to allow for inflation and to maintain a competitive compensation rate that will help maintain the quality of the workforce, and amendments to certain provisions to reflect current City contract standards.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DAYTONA BEACH, FLORIDA:

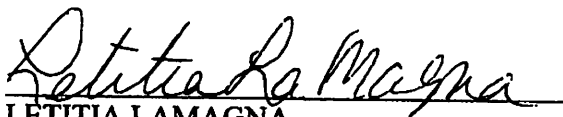
SECTION 1. Amendment No. 1 to Contract No. 0514-1640-GM with Vanasse Hangen Brustlin, Inc. (f/k/a GMB Engineers & Planners, Inc.), providing for adjustment in rates to allow for inflation and to maintain a competitive compensation rate that will help maintain the quality of the workforce, and amendments to certain provisions to reflect current City contract standards, is hereby approved.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute Amendment No. 1 to Contract No. 0514-1640-GM for Continuing Transportation Planning Services with Vanasse Hangen Brustlin, Inc. (f/k/a GMB Engineers & Planners, Inc.), a copy of Amendment No. 1 in substantially final form being attached hereto and made a part hereof by reference.

SECTION 3. This Resolution shall take effect immediately upon its adoption.


DERRICK L. HENRY
Mayor

ATTEST:


LETITIA LAMAGNA
City Clerk

Adopted: October 4, 2017

**AMENDMENT NO. 1 TO CONTRACT 0514-1640-GM
CONTINUING TRANSPORTATION PLANNING SERVICES CONTRACT**

The City of Daytona Beach, a Florida municipal corporation (the "City") and Vanasse Hangen Brustlin, Inc., successor in interest to GMB Engineers & Planners, Inc., a Florida profit corporation ("Consultant"), hereby agree to amend the above-referenced Contract, to be effective on the date last signed as indicated below.

WITNESSETH:

WHEREAS, the City Commission approved the above-referenced Contract, with GMB Engineers & Planners, Inc. ("GMB"), by Resolution No. 14-317, for a term expiring on November 4, 2017; and

WHEREAS, the City Commission approved both renewal options provided under the Contract by Resolution No. 17-255, extending the expiration date to November 4, 2019; and

WHEREAS, through merger, GMB's rights and obligations under the Contract have been assigned to Consultant, and this assignment was approved by the City Manager for the City by written letter dated June 20, 2016.

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

SECTION 1. Section 7 of the Contract, relating to Documents and Records, is hereby amended by replacing Subsection 7(c) in its entirety with the following:

(c) 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.

(4) Upon completion of the work required by a specific purchase order, 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 provide to the CITY upon request from

the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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

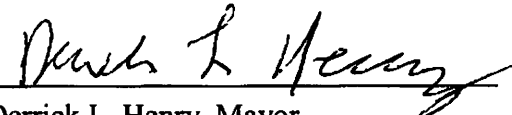
SECTION 2. The Hourly Rate Schedule, Exhibit B to the Contract, is hereby replaced in its entirety with the Revised Hourly Rate Schedule, attached hereto as Exhibit B1. All references in the Contract to "Exhibit B" will hereafter be deemed to be to "Exhibit B1".

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 on the dates indicated below

THE CITY

CONSULTANT

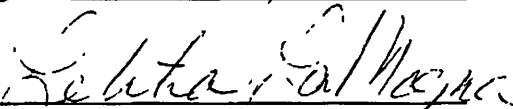
By: 
Derrick L. Henry, Mayor

By: 
Printed Name: Paul W. Yeargain, PE

Date signed: 10-4-17

Title: Managing Director

Date signed: October 3, 2017

Attest: 
Letitia La Magna, City Clerk

Approved as to Legal Form:

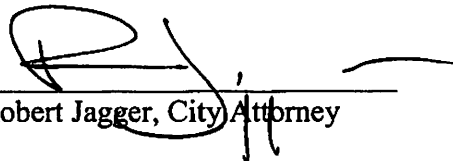
By: 
Robert Jagger, City Attorney

Exhibit B1: Revised Hourly Rate Schedule
 City of Daytona Beach: Transportation Planning Continuing Services
 Contact No. 0514-1640

Consultant Name: VHB						
Principal In-Charge	\$105.81	157.930%	10.00%	\$300.21	\$300.21	\$317.43
Project Manager	\$48.08	157.930%	10.00%	\$136.41	\$136.41	\$144.24
Project Engineer	\$44.14	157.930%	10.00%	\$125.24	\$125.24	\$132.42
Traffic Analyst	\$26.51	157.930%	10.00%	\$75.21	\$75.21	\$79.53
Traffic Technician	\$24.87	157.930%	10.00%	\$70.56	\$70.56	\$74.61
Clerical	\$26.16	157.930%	10.00%	\$74.22	\$74.22	\$78.48
Sub Consultant Name: SM&E (fka LittleJohn Engineering Associates, Inc.)						
Sr Transportation Planner	\$52.88	190.890%	10.00%	\$169.20	\$158.64	\$158.64
Sr Transportation Engineer	\$64.38	190.890%	10.00%	\$206.00	\$193.14	\$193.14
Project Manager	\$53.37	190.890%	10.00%	\$170.77	\$160.11	\$160.11
Transportation Engineer	\$38.48	190.890%	10.00%	\$123.13	\$115.44	\$115.44
Sr Landscape Designer	\$59.40	190.890%	10.00%	\$190.07	\$178.20	\$178.20
Sr Landscape Architect	\$78.85	190.890%	10.00%	\$252.30	\$236.55	\$236.55
Landscape Architect	\$36.74	190.890%	10.00%	\$117.56	\$110.22	\$110.22
Sr Planner	\$55.90	190.890%	10.00%	\$178.87	\$167.70	\$167.70
Planner	\$34.32	190.890%	10.00%	\$109.82	\$102.96	\$102.96
Principal Planner	\$71.31	190.890%	10.00%	\$228.18	\$213.93	\$213.93
Roadway Engineer	\$49.82	190.890%	10.00%	\$159.41	\$149.46	\$149.46
Jr. Roadway Engineer	\$39.80	190.890%	10.00%	\$127.35	\$119.40	\$119.40
Technician	\$32.00	190.890%	10.00%	\$102.39	\$96.00	\$96.00
Administrative Assistant	\$23.65	190.890%	10.00%	\$75.68	\$70.95	\$70.95