

**AMENDMENT NO. 1 TO CONTRACT 6235-CPH  
CONTINUING STORMWATER AND ENVIRONMENTAL ENGINEERING SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the "City") and CPH, Inc., a Florida profit corporation ("Consultant") hereby agree to amend Continuing Stormwater and Environmental Engineering Services Contract 6235-CPH (the "Contract"), approved by City Commission Resolution 13-71, renewed by City Commission Resolution 18-05, and subsequently renewed by the City Manager on January 6, 2020, as follows:

**SECTION 1** The Contract Number in the title on Page 1 is hereby amended from ~~6235-CPH~~ to 0513-3140-CPH.

**SECTION 2** First paragraph of the Contract is hereby amended as follows:

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and ~~CPH Engineers, Inc.~~ CPH, Inc., a Florida profit corporation ("CONSULTANT").

**SECTION 3** Section 11, "Notices", second paragraph, is hereby amended as follows:

"To CONSULTANT:  
"~~CPH Engineers, Inc.~~ CPH, Inc.  
"David E. Mahler, P.E., Project  
Manager "500 W. Fulton St.  
"Sanford, FL 32771-1220  
"Phone: 386-736-4142  
"Fax: 386-736-8412"

**SECTION 4** Section 16, General Terms and Conditions, is hereby amended by inclusion of paragraph (p), as follows:

"(p) Public Records.

"(1) To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

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

"(ii) 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.

"(iii) 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 Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONSULTANT fails to transfer such records to the CITY.

"(iv) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, 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 AGREEMENT, 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).”


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: \_\_\_\_\_  
James V. Chisholm, City Manager

By:  \_\_\_\_\_  
Printed Name: David A. Gierach  
Title: President  
Date: 1/14/20

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Date: \_\_\_\_\_

Approved as to Legal Form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney