

Resolution No. 3026

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2021 and

terminating on September 30, 2022 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 11th day of April, 2022.

Attest:

City Commission of the City of
Sanford



Traci Houchin, MMC, FCRM
City Clerk

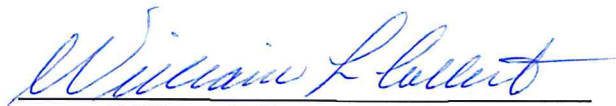


Cathy Lotempio, Deputy City Clerk
For use and reliance of the Sanford
City Commission only.

Approved as to form and legality.



Art Woodruff, Mayor



William Colbert, City Attorney





APPROVED



CITY OF
SANFORD
FLORIDA

WS	___	RM	___	X	___
Item No.	8.A				

CITY COMMISSION MEMORANDUM 22-113
APRIL 11, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Bilal Iftikhar, Public Works and Utilities Director
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager *CM*
SUBJECT: Approval of Procurement and Budget Amendment Resolution; Keith and Associates, Inc.; Mayfair Drainage Improvements

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval Resolution No. 3026, to amend the budget in the amount of \$149,046, and approve a procurement for services to Keith and Associates, Inc. for the Mayfair Drainage Improvements is being proposed.

FISCAL/STAFFING STATEMENT:

Keith and Associates, Inc.'s proposal for the Mayfair Drainage Improvements in the amount of, \$149,046 and is available in the Public Works Stormwater Reserves.

BACKGROUND:

Keith and Associates, Inc. is on the City's preapproved continuing services list RFQ # 20/21-23 and the award is consistent with the Consultant's Competitive Negotiation Act (CCNA) requirements.

Keith and Associates, Inc. will be providing complete engineer services in order to develop Conceptual Civil Design Documents for the much-needed Stormwater improvements along Virginia Avenue and 4th Street to solve regular flooding issues. A new pipe and outfall are being proposed into Lake Monroe along Scott Avenue from 4th Street. It will propose upsizing the existing 12-inch pipes located along 4th Street from Virginia Avenue to Scott Avenue, and the crossing pipe along Scott Avenue at the 4th Street intersection. It will also evaluate the possibility of proposing a new pipe connection along Virginia Avenue between 4th Street and 8th Street

based on the Stormwater analysis conclusions, in order to prevent excess runoff into referred intersection.

LEGAL REVIEW:

No legal review requested of the City Attorney.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 3026, to amend the budget and approve a procurement for services, in the amount of, \$149,046 for Keith and Associates, Inc. for the Mayfair Drainage Improvement.

SUGGESTED MOTION:

“I move to approve the Resolution No. 3026 and the procurement as proposed.”

Attachments: (1) RFQ 20/21-23 Agreement
(2) Task authorization
(3) Budget Amendment



TASK AUTHORIZATION FORM

Task Authorization No. #1
Project Title CCNA Professional Engineering Services – Mayfair Drainage
Owner City of Sanford
Contractor: KEITH and Associates, Inc.
Agreement Date and Solicitation Number: RFQ 20/21-23

This Task Authorization is necessary to cover work to be performed under the existing Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Task Authorization Form.

Execution of the Task Authorization by the City shall serve as authorization for the CONSULTANT to provide the above project, professional services as set out in the Task Authorization form below; to that certain **Agreement dated 26** day of October, 2021 between the CITY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents, which are attached hereto and made a part hereof.

ATTACHMENTS (Check all that apply):

- Drawings/Plans/Specification
- Detailed Services and Task for project or Study
- Special Conditions
- Other please specify KEITH Proposal Document

Time for completion: The work authorization by this TASK AUTHORIZATION shall be commenced upon receipt of a Purchase Order by the CONSULTANT and shall be completed with (570) calendar days from receipt of Purchase Order by the CONSULTANT.



TASK AUTHORIZATION

TASK 1 Topographic Survey

Description of Work:

The CONSULTANT shall prepare a Specific Purpose Survey within the project limits. CONSULTANT shall determine road rights of way within the project limits based on platted right of way information and last deeds of record as available in the Public Records of Seminole County, Florida. Roadway cross sections shall be obtained throughout the project limits at 50-foot intervals, with obvious intermediate high and low areas included. Elevations will be collected at sufficient density to facilitate the creation of a Digital Terrain Model (DTM) throughout the project limits. All above ground features and improvements shall be located and shown. CONSULTANT shall locate the surface markings completed in Task 201 that mark the underground utilities. Storm and Sanitary structures (16 structures total) shall be noted with the pipe invert elevation, diameter, material, and direction, includes outfalls to Lake Monroe.

The survey shall extend to 10' outside the apparent right of way throughout the limits and shall extend 50' down each intersecting roadway. Survey shall be referenced to the Florida State Plane Coordinate System, East Zone 0901, per the North American Datum of 1983, adjustment 2011 (NAD83/11). and the National Geodetic Vertical Datum of NAVD 1988. The Survey shall conform to the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, F.A.C.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designation, location, and mapping of existing subsurface utilities. KEITH shall designate all known tone able and non-tone able utilities. KEITH will perform Horizontal Designation, Locating Services & Utility Mapping along N Scott Avenue from E 4th Street to Lake Monroe; along E 4th Street from S Virginia Avenue to S Summerlin Avenue; along E 4th Street from S Virginia Avenue to S Scott Avenue; and along S Virginia Avenue from E 4th Steet to E 8th Street;. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Contract Price: \$22,510

Contract Time: 2 months



TASK 2 Horizontal Designation Services

Description of Work:

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CITY). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CITY and included in the scope of services.

Price: \$5,950

Time: 1 Month

TASK 3 Location Services (Includes Office Support)

Description of Work:

KEITH will perform up to forty (40) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size, and material if applicable.

Some of the test holes may need to be used to identify the existing water main being replaced to consider pipe bursting as a construction option. For pipe bursting the existing main must be a minimum of 3-ft deep, otherwise pipe bursting is not safe.

Subsurface Utility Engineering Conditions and Understandings

CITY and/or their contractor is required by law to contact Sunshine State One Call of Florida forty-eight (48) hours in advance of any CITY excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITH's standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This



proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Price: \$22,000

Time: 1 Month

TASK 4 Utility Mapping

Description of Work:

KEITH will perform surveying services to collect the surface markings completed in Task 202 that mark the underground utilities. Survey of said markings shall be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations shall be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) shall be delivered in Excel in PNEZD format.

Price: \$4,000

Time: 1 Month

TASK 5 Geotechnical Exploration and Report (Subconsultant)

Description of Work:

The scope of services described in this proposal does not include soil/groundwater assessment, contamination delineation, radon, vapor intrusion, wetlands, lead in drinking water, lead-based paint survey, environmental compliance, or construction materials testing. Geotechnical subconsultant can provide these additional services, and we would be pleased to develop an appropriate scope of service and fee estimate for these services, if you wish.

Geotechnical Exploration

Based on the City's request and our experience and knowledge of the geology, we recommend the following:

- Two (2) Standard Penetration Test (SPT) borings to depths of 30 feet along the proposed stormwater pipe and outfall alignment.
- Two (2) Exfiltration Test locations in accordance with Water Management District method for open-hole constant head field testing to a depth of 10 feet.



We will layout the test locations and perform underground utility clearances for public utilities prior to mobilizing. Geotechnical subconsultant will not be held responsible for damage to private utilities as a result of our drilling operations unless the utilities are properly identified to us in the field.

We have assumed the site is accessible to our personnel and truck-mounted drill rig and that you will provide the right of access. If the site cannot be accessed with the use of a truck-mounted drill rig, an additional fee will be required for specialty drilling equipment (track-mounted rig, mud bug, amphibious equipment, etc.).

Laboratory Testing Services

The soil/rock samples recovered from the field exploration program will be transported to our Local laboratory for better classification testing and to determine the pertinent engineering properties for foundation design and site preparation recommendations. Any laboratory testing that may be performed will be limited to soil classification testing.

Deliverables:

1. One (1) digitally signed and sealed copy of the Geotechnical Report.
2. Six (6) copies signed and sealed of the Geotechnical Report.

Price: \$9,086

Time: 1 Month

TASK 6 Preliminary (30%) Civil Engineering Design and Pipe Sizing Modeling

Description of Work:

Based on the survey data, utility investigation performed and a field review of the site, the CONSULTANT shall prepare a preliminary engineering plan depicting the general alignment of the proposed stormwater drainage system that meets the requirements of the regulatory agencies. The Preliminary Engineering plan will address the location of the existing utilities, the alignment and location of the proposed Drainage improvements to determine the most desirable and cost-effective design. The CONSULTANT will submit the Preliminary Engineering Plan to the CITY for approval prior to preparing 60% Conceptual Design Documents.

KEITH shall perform utility records research to assist in identifying utility owners that may have facilities within project limits and may be affected by the project. KEITH shall collect any applicable utility owner records for review and include on the plans.

The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes.

The CONSULTANT shall prepare an initial construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

The CONSULTANT shall provide an initial schedule as part of this submittal package for City review and approval.



KEITH shall perform City records research and data collection efforts to assist in identifying drainage basin areas and impervious and pervious areas within basin respective to the project limits.

The CONSULTANT shall provide an initial specification outline for City review and approval.

Deliverables:

1. Three (3) original sets of the Preliminary design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. One cost estimate
3. One (1) copy of meeting minutes.

Price: \$24,200

Time: 2 Months

TASK 7 Conceptual (60%) Civil Engineering Design and Pipe Sizing Modeling

Description of Work:

KEITH shall prepare a drainage model of the existing conditions of the project site's drainage basin utilizing SWMM (Storm Water Management Model) Software, that meets the requirements of the jurisdictional regulatory agencies. The existing model will be prepared based on available records, and survey information will be used to fill in the missing gaps in order to prepare a complete and representative model.

A certified report and a basin map will be provided as deliverables for this project. The Stormwater Report will address the pipe size required based on available information. The stormwater model will analyze three (3) storm events as required by the St. Johns River Water Management District, the 3-year 1 hour, 10-year 1-day and 100-year 3-day.

This task will also include the preparation of a model basin map showing contributing areas and a land use break down. It will include a map identifying problem areas.

KEITH shall provide recommendations to address conveyance problem areas.

The CONSULTANT shall prepare 60% Conceptual Civil Design Documents addressing all previous for the CITY.

The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes.

The CONSULTANT shall prepare 60% construction cost estimate and make the changes to the design if needed to have it within the proposed budget

The CONSULTANT shall provide the updated schedule.

Deliverables:

00860-6



1. Three (3) original sets of the 60% design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. Stormwater Analysis Report
3. One (1) copy of meeting minutes.

Price: \$18,600

Time: 2 Months

TASK 8 90% and 100% Construction Documents (CD) - Final Engineering

Description of Work:

Paving, Grading and Drainage Plans

KEITH shall prepare on-site paving, grading, and drainage construction plans, to support the proposed improvements, that meet the requirements of the jurisdictional regulatory agencies. Calculations shall be performed to address the impacts of the proposed improvements relating to the requirements for permit agency submittal. The stormwater management system will address appropriate conveyance. It is anticipated that the proposed drainage system will consist of a series of catch basins and pipes. Soils percolation tests to satisfy regulatory agency requirements may be performed by others as required.

Erosion Control Plans

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

Demolition Plan

KEITH shall prepare a Demolition Plan incorporating removal of the existing conditions in conflict with the proposed improvements. This plan shall include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.



Deliverables

1. Three (3) original sets of the 90% design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. Construction Documents (100% and Final Construction Documents) for above referenced Plans
3. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets).
4. Stormwater Analysis Report
5. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

Price: \$12,700

Time: 3 Months

TASK 9 Construction Observation

Description of Work:

KEITH shall provide construction observation services in order to ensure the integrity of the design intent and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings: KEITH shall review shop drawings, samples, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation: KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meeting.

As-builts Review: KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.



Final Inspections: KEITH shall participate, with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective, or deficient items. Upon notice from the CITY, participate in a final inspection together with CITY and contractor representatives to assure that all "Punch List" items are completed, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification: KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CITY.

Note: It is the contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans. The construction observation and certification for the civil work is an anticipated construction period for the site work of six (6) months.

We anticipate the following items requiring as-built certification:

- Paving, Grading and Drainage System

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

Price: \$30,000

Time: 4 - 6 Months

Total Contract Time: 570 Days

Total Contract Price: \$149,046



Consultant shall invoice the City for services rendered under this Agreement on a lump sum/time and material basis and in accordance with the terms and conditions of the Agreement for Professional Engineering Services between the City of Sanford and KEITH, dated October 26, 2021 and approved by City Commission under RFQ 20/21-23.

TASK AUTHORIZATION SUMMARY			
No.	Description	Contract Price	Contract Time
1	Task 101 Topographic Survey	\$22,510	2 Months
2	Task 201 Horizontal Designation Services	\$5,950	1 Month
3	Task 202 Location Services	\$22,000	1 Month
4	Task 203 Utility Mapping	\$4,000	1 Month
5	Task 301 Geotechnical Exploration and Report (Subconsultant)	\$9,086	1 Month
6	Task 401 Preliminary (30%) Civil Engineering Design and Pipe Sizing Modeling	\$24,200	2 Months
7	Task 402 Conceptual (60%) Civil Engineering Design and Pipe Sizing Modeling	\$18,600	2 Months
8	Task 403 90% and 100% Construction Documents (CD) – Final Engineering	\$12,700	3 Months
9	Task 801 Construction Observation	\$30,000	4 - 6 Months
TOTAL		\$149,046	570 Days

*Note: Task 801 with a 6-month construction period, depending on the city's level of inspection, anticipates a base inspection of 40hrs/month (10hrs/week) at \$125 = \$5000/month. Can be adjusted as needed if more engagement with the construction team and permitting agencies is required. These will be time and material charges.

APPROVAL TASK AUTHORIZATION

ACKNOWLEDGMENTS

The aforementioned work affected thereby, is subject to all provisions of the original Agreement it is expressly understood and agreed that the approval of the Task Authorization shall have no effect on the original Agreement other than matters expressly provided herein.



IN WITNESS WHEREOF, the City and **(INSERT CONTRACTOR NAME)** have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF SANFORD

Traci Houchin, MMC, FCRM
City Clerk

By: _____
Art Woodruff
Mayor
Date: _____

Approved as to form and
legal sufficiency.

William L. Colbert, City Attorney

ATTEST:

KEITH AND ASSOCIATES, INC.

DocuSigned by:
Lori Treviranus
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Lori Treviranus
Secretary/Vice President

DocuSigned by:
Alex Lazowick
By: _____
0000FD99033146B...
Alex Lazowick
President 3/24/2022
Dated: _____

END OF SECTION



**WORK AUTHORIZATION PURSUANT TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES BETWEEN
THE CITY OF SANFORD
AND KEITH AND ASSOCIATES, INC. (KEITH)**

March 22, 2022

WORK AUTHORIZATION NO. #1

PROJECT NO. (CITY) 12138.01 (KEITH)

PROJECT TITLE: CCNA Professional Engineering Services – Mayfair Drainage Improvements

This work authorization is pursuant to the Agreement for Professional Engineering Consulting Services between the City of Sanford and KEITH, approved by City Commission under RFQ 20/21-23 passed and adopted on October 26, 2021.

PROJECT

The Consultant must provide the following services and tasks:

- a. Collection, review, and confirmation of all as-builts required to complete the scope of work in its entirety.
- b. Creation of all plans, specifications, and other design documents, ensuring that all are in accordance with all local, county, state and federal laws, regulations, and rules.
- c. All plans, specifications and other design documents must be submitted to the CITY for review and feedback at 30% / 60% / 90% and final.

CONSULTANT'S DETAIL SCOPE OF SERVICES

The CONSULTANT (KEITH) shall provide complete engineering services in order to develop Conceptual Civil Design Documents for required Stormwater improvements to solve the regular flooding issues along Virginia Avenue and 4th Street. The CONSULTANT (KEITH) shall provide complete engineering services based on the following scenario:

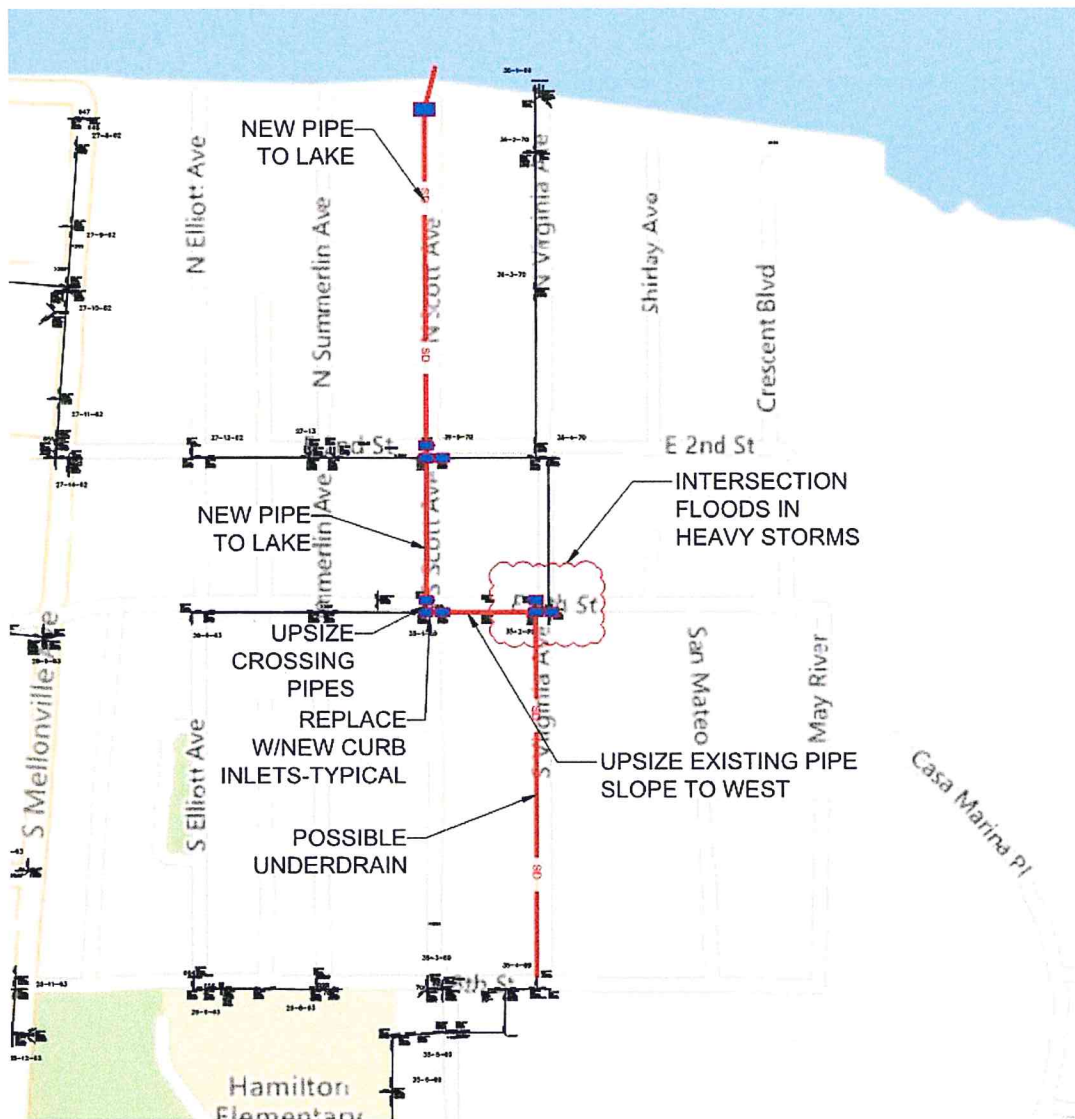
A new pipe and outfall are being proposed into Lake Monroe along Scott Avenue from 4th Street. It will propose upsizing the existing 12-inch pipes located along 4th Street from Virginia Avenue to Scott Avenue, and the crossing pipe along Scott Avenue at the 4th Street intersection. It will also evaluate the possibility of proposing a new pipe connection along Virginia Avenue between 4th Street and 8th Street based on the stormwater analysis conclusions, in order to prevent excess runoff into referred intersection.

www.KEITHteam.com

Consultant will provide:

1. Detailed Survey/SUE services.
2. Geotechnical Engineering and Soil Testing services.
3. Preparation of Construction Documents (30%/60% and final bid documents).
4. Permit Processing.
5. Bid Assistance.
6. Grant Application Assistance.
7. Construction Management and/or Construction Engineering and Inspection (CEI) services.

Site concept plan



SCOPE OF SERVICES

SURVEY SERVICES

Task 101 Topographic Survey

The CONSULTANT shall prepare a Specific Purpose Survey within the project limits. CONSULTANT shall determine road rights of way within the project limits based on platted right of way information and last deeds of record as available in the Public Records of Seminole County, Florida. Roadway cross sections shall be obtained throughout the project limits at 50-foot intervals, with obvious intermediate high and low areas included. Elevations will be collected at sufficient density to facilitate the creation of a Digital Terrain Model (DTM) throughout the project limits. All above ground features and improvements shall be located and shown. CONSULTANT shall locate the surface markings completed in Task 201 that mark the underground utilities. Storm and Sanitary structures (16 structures total) shall be noted with the pipe invert elevation, diameter, material, and direction, includes outfalls to Lake Monroe.

The survey shall extend to 10' outside the apparent right of way throughout the limits and shall extend 50' down each intersecting roadway. Survey shall be referenced to the Florida State Plane Coordinate System, East Zone 0901, per the North American Datum of 1983, adjustment 2011 (NAD83/11), and the National Geodetic Vertical Datum of NAVD 1988. The Survey shall conform to the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, F.A.C.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designation, location, and mapping of existing subsurface utilities. KEITH shall designate all known tone able and non-tone able utilities. KEITH will perform Horizontal Designation, Locating Services & Utility Mapping along N Scott Avenue from E 4th Street to Lake Monroe; along E 4th Street from S Virginia Avenue to S Summerlin Avenue; along E 4th Street from S Virginia Avenue to S Scott Avenue; and along S Virginia Avenue from E 4th Street to E 8th Street;. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CITY). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CITY and included in the scope of services.

Task 202 Location Services (Includes Office Support)

KEITH will perform up to forty (40) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be



identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size, and material if applicable.

Some of the test holes may need to be used to identify the existing water main being replaced to consider pipe bursting as a construction option. For pipe bursting the existing main must be a minimum of 3-ft deep, otherwise pipe bursting is not safe.

Subsurface Utility Engineering Conditions and Understandings

CITY and/or their contractor is required by law to contact Sunshine State One Call of Florida forty-eight (48) hours in advance of any CITY excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITH's standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 203 Utility Mapping

KEITH will perform surveying services to collect the surface markings completed in Task 202 that mark the underground utilities. Survey of said markings shall be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations shall be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) shall be delivered in Excel in PNEZD format.

GEOTECHNICAL ENGINEERING SERVICES (Subconsultant TBD)

Task 301 Geotechnical Exploration and Report (Subconsultant)

The scope of services described in this proposal does not include soil/groundwater assessment, contamination delineation, radon, vapor intrusion, wetlands, lead in drinking water, lead-based paint survey, environmental compliance, or construction materials testing. Geotechnical subconsultant can provide these additional services, and we would be pleased to develop an appropriate scope of service and fee estimate for these services, if you wish.

Geotechnical Exploration

Based on the City's request and our experience and knowledge of the geology, we recommend the following:

- Two (2) Standard Penetration Test (SPT) borings to depths of 30 feet along the proposed stormwater pipe and outfall alignment.
- Two (2) Exfiltration Test locations in accordance with Water Management District method for open-hole constant head field testing to a depth of 10 feet.

We will layout the test locations and perform underground utility clearances for public utilities prior to mobilizing. Geotechnical subconsultant will not be held responsible for damage to private utilities as a result of our drilling operations unless the utilities are properly identified to us in the field.

We have assumed the site is accessible to our personnel and truck-mounted drill rig and that you will provide the right of access. If the site cannot be accessed with the use of a truck-mounted drill rig, an additional fee will be required for specialty drilling equipment (track-mounted rig, mud bug, amphibious equipment, etc.).



Laboratory Testing Services

The soil/rock samples recovered from the field exploration program will be transported to our Local laboratory for better classification testing and to determine the pertinent engineering properties for foundation design and site preparation recommendations. Any laboratory testing that may be performed will be limited to soil classification testing.

Deliverables:

1. One (1) digitally signed and sealed copy of the Geotechnical Report.
2. Six (6) copies signed and sealed of the Geotechnical Report.

CIVIL ENGINEERING DESIGN SERVICES

Task 401 Preliminary (30%) Civil Engineering Design and Pipe Sizing Modeling

Based on the survey data, utility investigation performed and a field review of the site, the CONSULTANT shall prepare a preliminary engineering plan depicting the general alignment of the proposed stormwater drainage system that meets the requirements of the regulatory agencies. The Preliminary Engineering plan will address the location of the existing utilities, the alignment and location of the proposed Drainage improvements to determine the most desirable and cost-effective design. The CONSULTANT will submit the Preliminary Engineering Plan to the CITY for approval prior to preparing 60% Conceptual Design Documents.

KEITH shall perform utility records research to assist in identifying utility owners that may have facilities within project limits and may be affected by the project. KEITH shall collect any applicable utility owner records for review and include on the plans.

The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes.

The CONSULTANT shall prepare an initial construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

The CONSULTANT shall provide an initial schedule as part of this submittal package for City review and approval.

KEITH shall perform City records research and data collection efforts to assist in identifying drainage basin areas and impervious and pervious areas within basin respective to the project limits.

The CONSULTANT shall provide an initial specification outline for City review and approval.

Deliverables:

1. Three (3) original sets of the Preliminary design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. One cost estimate
3. One (1) copy of meeting minutes.

Task 402 Conceptual (60%) Civil Engineering Design and Pipe Sizing Modeling

KEITH shall prepare a drainage model of the existing conditions of the project site's drainage basin utilizing SWMM (Storm Water Management Model) Software, that meets the requirements of the jurisdictional regulatory agencies. The existing model will be prepared based on available records, and survey information will be used to fill in the missing gaps in order to prepare a complete and representative model.

A certified report and a basin map will be provided as deliverables for this project. The Stormwater Report will address the pipe size required based on available information. The stormwater model will



analyze three (3) storm events as required by the St. Johns River Water Management District, the 3-year 1 hour, 10-year 1-day and 100-year 3-day.

This task will also include the preparation of a model basin map showing contributing areas and a land use break down. It will include a map identifying problem areas.

KEITH shall provide recommendations to address conveyance problem areas.

The CONSULTANT shall prepare 60% Conceptual Civil Design Documents addressing all previous for the CITY.

The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes.

The CONSULTANT shall prepare 60% construction cost estimate and make the changes to the design if needed to have it within the proposed budget

The CONSULTANT shall provide the updated schedule.

Deliverables:

1. Three (3) original sets of the 60% design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. Stormwater Analysis Report
3. One (1) copy of meeting minutes.

Task 403 90% and 100% Construction Documents (CD) - Final Engineering

Paving, Grading and Drainage Plans

KEITH shall prepare on-site paving, grading, and drainage construction plans, to support the proposed improvements, that meet the requirements of the jurisdictional regulatory agencies. Calculations shall be performed to address the impacts of the proposed improvements relating to the requirements for permit agency submittal. The stormwater management system will address appropriate conveyance. It is anticipated that the proposed drainage system will consist of a series of catch basins and pipes. Soils percolation tests to satisfy regulatory agency requirements may be performed by others as required.

Erosion Control Plans

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

Demolition Plan

KEITH shall prepare a Demolition Plan incorporating removal of the existing conditions in conflict with the proposed improvements. This plan shall include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.



Deliverables

1. Three (3) original sets of the 90% design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. Construction Documents (100% and Final Construction Documents) for above referenced Plans
3. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets).
4. Stormwater Analysis Report
5. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation

KEITH shall provide construction observation services in order to ensure the integrity of the design intent, and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings: KEITH shall review shop drawings, samples, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation: KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meeting.

As-builts Review: KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections: KEITH shall participate, with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CITY, participate in a final inspection together with CITY and contractor representatives to assure that all "Punch List" items are completed, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification: KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CITY.

Note: It is the contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH



shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.
 The construction observation and certification for the civil work is an anticipated construction period for the site work of six (6) months.

We anticipate the following items requiring as-built certification:

- Paving, Grading and Drainage System

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

Schedule

Subsequent to the execution of this Agreement, the Consultant shall commence work on the project. We anticipate completing the services and tasks included in this agreement per below schedule.

Table 1 Schedule Estimate of Engineering Services

TASK	DURATION
Task 101 Topographic Survey	2 Months
Task 201 Horizontal Designation Services	1 Month
Task 202 Location Services	1 Month
Task 203 Utility Mapping	1 Month
Task 301 Geotechnical Exploration and Report (Subconsultant)	1 Month
Task 401 Preliminary (30%) Civil Engineering Design and Pipe Sizing Modeling	2 Months
Task 402 Conceptual (60%) Civil Engineering Design and Pipe Sizing Modeling	2 Months
Task 403 90% and 100% Construction Documents (CD) – Final Engineering	3 Months
Task 801 Construction Observation	4 - 6 Months



Compensation

Consultant shall invoice the City for services rendered under this Agreement on a lump sum/time and material basis and in accordance with the terms and conditions of the Agreement for Professional Engineering Services between the City of Sanford and KEITH, dated October 26, 2021, and approved by City Commission under RFQ 20/21-23.

Budget Estimate of Engineering Services

ASK	FEE
Task 101 Topographic Survey	\$22,510
Task 201 Horizontal Designation Services	\$5,950
Task 202 Location Services	\$22,000
Task 203 Utility Mapping	\$4,000
Task 301 Geotechnical Exploration and Report (Subconsultant)	\$9,086
Task 401 Preliminary (30%) Civil Engineering Design and Pipe Sizing Modeling	\$24,200
Task 402 Conceptual (60%) Civil Engineering Design and Pipe Sizing Modeling	\$18,600
Task 403 90% and 100% Construction Documents (CD) - Final Engineering	\$12,700
Task 801 Construction Observation* (\$5,000/month x 6 months)	\$30,000
TOTAL FEE	\$149,046

*Note: Task 801 with a 6-month construction period, depending on the city's level of inspection, anticipates a base inspection of 40hrs/month (10hrs/week) at \$125 = \$5000/month. Can be adjusted as needed if more engagement with the construction team and permitting agencies is required. These will be time and material charges.

City's Responsibility

The City shall assist Consultant with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for Consultant to enter upon public lands as required at no additional cost to perform surveys, observations, or other necessary services under this Agreement.
- C. Assist in obtaining required approvals, permits, or consents from governmental or regulatory bodies or others necessary for the completion of the work, with Consultant being primarily responsible for preparation of permit applications and supporting documentation.
- D. Make available to Consultant all of its existing information which may in any way be pertinent to the project.
- E. Attend meetings with regulatory agencies.
- F. Review contract documents and provide comments in a timely manner.



Additional Services

Consultant shall not perform any additional services without the written consent of the City. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the City as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.



ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2022
Department: PW

Division: Admin

3/22/2021

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
402	0000	389	98	00	Stormwater Reserves	\$ 3,518,184	\$ 4,561,342	\$ 149,046	4,412,296

TOTAL CHANGES IN REVENUES

\$ 149,046

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
402	4045	541	63	00		Improvement other than building	\$ 3,625,000	5,379,284	149,046	5,528,330
							\$ -	-	-	-
							\$ -	-	-	-

TOTAL CHANGES IN EXPENDITURES

\$ 149,046

REASON FOR AMENDMENT: Mayfair Drainage Improvements

DIRECTOR APPROVAL: *[Signature]*

DATE: 3/22/2022

FINANCE APPROVAL: *Cynthia Lindsay*

DATE: 3/22/22

CITY MANAGER APPROVAL: _____

DATE: _____

CITY COMMISSION AGENDA DATE: _____

APPROVED _____

FOR FINANCE USE

Entry Date: _____

Batch Number: _____

Document #: BA 07-100



CITY OF
SANFORD
FLORIDA



APPROVED

WS __ RM X

Item No. 60

**CITY COMMISSION MEMORANDUM 21-220.C
OCTOBER 25, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Marisol Ordoñez, Purchasing Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: RFQ 20/21-23; Professional Consulting Services; Engineering Services;
 Competitive *Consulting Negotiation Act (CCNA)* Procurement

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval for the procurement under RFQ 20/21-23 for professional engineering consulting services procured under the *Competitive Consulting Negotiation Act (CCNA)* for various vendors is requested.

FISCAL/STAFFING STATEMENT:

Funding for the procurement of *CCNA* professional engineering consulting services will be provided based on a department's request for services.

BACKGROUND:

The City processed a new solicitation (RFQ 20/21-23) for professional engineering consulting services under the *CCNA* with 19 submissions of qualifications being received; however, only 11 proposals were evaluated and scored by the City's *CCNA* selection committee as the remaining eight proposals were presented and approved by the City Commission on September 27, 2021 as renewal contracts. Thus, the City will have procured a wide array of uniquely talented engineering firms to serve the needs of the City under continuing contract engagements under the terms of the *CCNA*.

The rankings by scores of the selection committee for the 11 firms follows:

<u>Firm Name:</u>	<u>Score:</u>
1. Tetra Tech, Inc.	419
2. Madrid Engineering, Inc.	410
3. Keith Engineering Inspired Design	390

4. Bentley Architects & Eng. Inc.	382
5. KMA Design Grp. LLC	292
6. Nadic Engineering Srvc. Inc.	352
7. Dedging & Marine Consultants	368
8. JHS Environmental Engineering	312
9. Metro Consulting Grp. LLC	346
10. OM Engineering Srvc. Inc.	321
11. Traffic Engineering Data	315

The following are the three firms that the City's *CCNA* selection committee recommends be engaged in continuing contracts with the City in order to provide professional engineering consulting services in addition to the array of firms currently under continuing contracts with the City:

1. Tetra Tech, Inc.
2. Madrid Engineering, Inc.
3. Keith Engineering Inspired Design

LEGAL REVIEW:

The Assistant City Attorney has reviewed and has no legal objection with the procurement being implemented as proposed. The Assistant City Attorney will draft the appropriate contracts upon action by the City Commission.

RECOMMENDATION:

City staff recommends that the City Commission approve the procurement of the three additional professional engineering consulting firms to provide professional engineering consulting services to the City under continuing contracts under solicitation RFQ 20/21-23 and the provisions of the *CCNA*.

SUGGESTED MOTION:

"I move to approve the selection of the three additional professional engineering consulting firms and the award of continuing contracts, as proposed."

- Attachments: (1). Bid opening certification minutes, etc.
(2). RFQ Evaluation Matrix (scoring form).

**AGREEMENT BY AND BETWEEN
THE CITY OF SANFORD, FLORIDA AND KEITH AND ASSOCIATES, INC. FOR
SOLICITATION NUMBER: RFQ 20/21-23/CCNA MASTER AGREEMENT**

THIS CCNA MASTER AGREEMENT (hereinafter the "Agreement") is made and entered into this 26 day of OCT, 2021, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, Keith and Associates Inc., a Florida corporation doing business as "KEITH", ("Keith and Associates" throughout) whose principal and mailing address is 301 East Atlantic Boulevard, Pompano Beach, Florida 33060. The City and Keith and Associates may be collectively referenced herein as the "Parties".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the Parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

Section 3. Scope of Agreement. This Agreement is for the consulting and engineering services as set forth in the *Consultant's Competitive Negotiation Act* (the "CCNA" as set forth in Section 287.055, *Florida Statutes*) and the procurement solicitation documents relating hereto, the responses thereto from Keith and Associates and the work orders and documents related thereto as issued by the City (all of which are incorporated herein as if fully set forth herein verbatim) and it is recognized Keith and Associates shall perform services as otherwise directed by the City all of such services to include all labor and materials that may be required including, but in no way limited to, the goods and services provided by subconsultants as may be approved by the City within the amount of compensation to be paid to Keith and Associates This is a continuing services contract under the provisions of the CCNA and within the scope of the professional service of engineering as defined in Section 471.005(7), *Florida Statutes*, or its successor provisions.

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the Parties hereto. This Agreement shall remain in effect until the services provided under all City work orders have been fully performed in accordance with the requirements of the City; provided,

however, that, the indemnification provisions and insurance provisions of the City's standard contractual terms and conditions shall not terminate and the protections afforded to the City shall continue in effect subsequent to such services being provided by Keith and Associates. No services have commenced prior to the execution of this Agreement that would entitle Keith and Associates for any compensation therefor.

Section 5. Compensation. The Parties agree to compensation as set forth in the City's work orders as issued from time-to-time.

Section 6. Standard Contractual Terms and Conditions. All "Standard Contractual Terms and Conditions", as provided on the City's website, apply to this Agreement. Such Terms and Conditions may be found at the City's website; which can be reached at: (<https://www.sanfordfl.gov/departments/finance/purchasing/contract-terms-and-conditions> or www.SanfordFL.gov), or a successor link. The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion. Additionally, the Parties agree that the provisions of all Federal rules and procedures, and any other matters required to be incorporated herein are incorporated into this Agreement (such as, but not limited to, any and all required contract clauses by agencies such as the Federal Emergency Management Agency and the Florida Department of Economic Opportunity or their successor agencies). All services shall be subject to the provisions of the CCNA and all controlling requirements of Federal law.

Section 7. Keith and Associates' Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.

(a). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, Keith and Associates must:

- (1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (2). 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 Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (3). 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). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Keith and Associates upon termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b). If Keith and Associates does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(c). Failure by Keith and Associates to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. Keith and Associates shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Keith and Associates and shall promptly provide the City with a copy of Keith and Associates' response to each such request.

(d). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCIN@SANFORDFL.GOV.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Entire Agreement/Modification. This Agreement and the provisions thereof, together with all standard contractual terms and conditions, as provided on the City's website and the controlling requirements of Federal law, and including, without limitation, the documents attached hereto, constitute the entire integrated agreement between the City and Keith and Associates and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the Parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Section 12. Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the Parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective Parties herein.

Section 15. Remedies. The rights and remedies of the Parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the City and Keith and Associates, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party, than against any other party and all provisions shall be applied to fulfill the public interest.

IN WITNESS WHEREOF, the City and Keith and Associates have executed this instrument for the purpose herein expressed.

SIGNATURE BLOCKS FOLLOW:

Attest:

Traci Houchin

Traci Houchin, MMC, FCRM
City Clerk

CITY OF SANFORD

By: Art Woodruff
Art Woodruff
Mayor
Date: 10-26-21

Approved as to form and
legal sufficiency.



William L. Colbert
William L. Colbert, City Attorney

Attest:

HONNIE N. SHOOT
ACA

**Keith and Associates, Inc., a Florida
corporation, doing business as
"KEITH".**

DocuSigned by:
Elizabeth Underwood
0DA14D0415174FC
Elizabeth Underwood
Secretary

DocuSigned by:
Dodie Keith-Lazowick
655344D33D54140
By: Adolphine Keith-Lazowick
Adolphine Keith-Lazowick
President/Treasurer
Dated: 10/18/2021

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Keith and Associates, Inc.

2 Business name/disregarded entity name, if different from above
dba KEITH

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
301 East Atlantic Boulevard

6 City, state, and ZIP code
Pompano Beach, FL 33060

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

or
Employer identification number

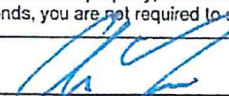
6	5	-	0	8	0	6	4	2	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **3/3/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.