

## Resolution No. 2024-3251

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024; 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, 2023 and terminating on September 30, 2024 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, 2023 and terminating on September 30, 2024 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, 2023 and

terminating on September 30, 2024 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All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.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 10<sup>th</sup> day of June, 2024.

Attest:

City Commission of the City of  
Sanford



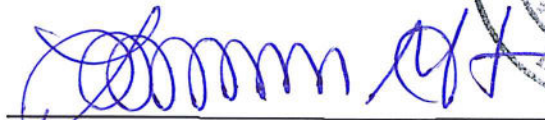
Traci Houchin, MMC, FCRM  
City Clerk



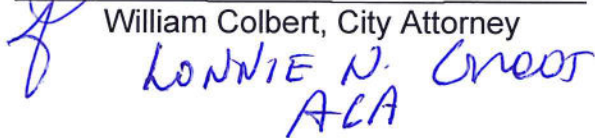
Art Woodruff, Mayor

For use and reliance of the Sanford  
City Commission only.  
Approved as to ~~form~~ and legality





William Colbert, City Attorney

  
LONNIE N. CROOK  
ACA

# ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 23/24  
 Department: Development Services Division: Building Division 5/28/2024

**CHANGES IN REVENUES**

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
135	0000	389	98	00	Building Reserve	\$ 59,436		\$ 110,280	
TOTAL CHANGES IN REVENUES								\$ 110,280	

**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
135	1114	524	34	00		Other Contractual Services	\$ 362,219	15,781	110,280	
TOTAL CHANGES IN EXPENDITURES								\$ 110,280		

REASON FOR AMENDMENT: to pay for the continued services from ZHA Incorporated for the Breezeway Remodel Project

DIRECTOR APPROVAL: Angela Oakley Acting Director DATE: 5/30/24  
 FINANCE APPROVAL: Johny Alingo DATE: 5/30/2024  
 CITY MANAGER APPROVAL: \_\_\_\_\_ DATE: 5/30/2024  
 CITY COMMISSION AGENDA DATE: June 10, 2024 APPROVED Y

FOR FINANCE USE

Entry Date: \_\_\_\_\_ Batch Number: \_\_\_\_\_ Document #: BA 09-100



**TASK AUTHORIZATION FORM ISSUED BY CITY OF SANFORD**

Date: **May 29, 2024**

Task Authorization No.: **2**

Project Title: **City Hall Breezeway Expansion Project - Construction Management**

Consultant: **ZHA Incorporated**

Agreement Date and Solicitation Number: **02/13/2023, PBA #22/23-231**

This Task Authorization implements the above-referenced Agreement and assigns work to be performed under the Agreement. The terms, conditions and provisions of the Agreement apply to and govern all work under this Task Authorization Form. The Contractor shall not under any circumstances attach to any document, which proposes in conjunction with this Task Assignment or otherwise propose any term, condition or provision relating to the work. A Consultant so doing will be in breach of the Agreement and will be engaging in conduct, which the City will deem to be as unethical.

Execution of this Task Authorization by the City shall serve as authorization for the Consultant to provide the above project, professional services as set out herein 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
- Schedule of Subcontractor Participation (approved by the City).
- Other please specify: Schedule and Fees based on Oelrich Construction Schedule

**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 within One Hundred and twenty-two (122) calendar days from date of the purchase order issued by the City to the Consultant, subject to the City's scheduling of Task 1. Each enumerated task shall be completed in accordance with the contract time schedule set forth below.

**TASK AUTHORIZATION**

**TASK 1 – Construction Management**

**Description of Work:**

As part of the Project’s risk analysis, ZHA staff will:

- Assist in monitoring RFIs and Submittals.
- Provide onsite construction oversight of the project to review the job site, including a separate part-time Construction Inspector.
- Monitor construction in compliance with contract and construction documents.
- Participate in Owner / Architect / Contractor meetings.

**Total Contract Time: 688 hours**

**Total Contract Price: \$110,280.00**

<b>TASK AUTHORIZATION SUMMARY</b>			
<b>No.</b>	<b>Description</b>	<b>Contract Price</b>	<b>Contract Time</b>
1	Construction	\$108,780.00	688 hours
2	Reimbursables	\$1,500.00	
<b>TOTAL</b>		<b>\$110,280.00</b>	<b>300 Days</b>

**APPROVAL OF TASK AUTHORIZATION AND ACKNOWLEDGMENTS**

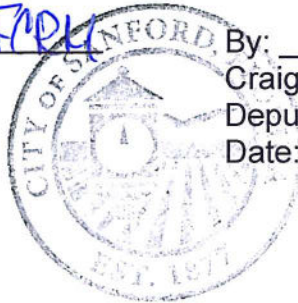
IN WITNESS WHEREOF, the City and following named **Consultant** have executed this instrument for the purpose herein expressed.

**ATTEST:**

**CITY OF SANFORD**

*Traci Houchin MMC, FCRM*

Traci Houchin, MMC, FCRM  
City Clerk



By: \_\_\_\_\_

*Craig Radzak*  
Craig Radzak  
Deputy City Manager

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

*6/18/2024*

Approved as to form and  
legal sufficiency.

*William L. Colbert*  
William L. Colbert, City Attorney

**ATTEST:**

*Lenzie N. Crest*  
Lenzie N. Crest  
ACA

**ZHA INCORPORATED**

*Cludeen Roundtree*

Cludeen Roundtree  
Print Name

By: \_\_\_\_\_

*Frederick J. Mellin, Jr.*  
Frederick J. Mellin, Jr.  
President/CEO

Title: Executive Administrative Assistant

Date: 29 May 2024

**TASK ORDER #2**  
**City of Sanford - City Hall Breezeway Exansion Project**  
**Construction Management**  
**5/29/2024**

	Role	Billing Rate	Task 1		Task Total	
			Hours	Fee	Hours	Fee
<b>ZHA FEE PROPOSAL</b>						
<b>PERSONNEL</b>						
	Project Executive/Principal	\$ 225.00		\$ -	0	\$0
	Project Manager - Construction	\$ 210.00	268	\$ 56,280	268	\$56,280
	Project Manager - Design	\$ 190.00		\$ -	0	\$0
	Architect	\$ 165.00		\$ -	0	\$0
	Engineer	\$ 165.00		\$ -	0	\$0
	Planner	\$ 160.00		\$ -	0	\$0
	Senior Inspector	\$ 135.00		\$ -	0	\$0
	Graphic Specialist	\$ 130.00		\$ -	0	\$0
	Inspector	\$ 125.00	420	\$ 52,500	420	\$52,500
	Clerical	\$ 80.00		\$ -	0	\$0
	<b>Total Personnel</b>		<b>688</b>	<b>\$ 108,780</b>	<b>688</b>	<b>\$108,780</b>
	<b>SUB TOTAL FEES</b>		<b>688</b>	<b>\$ 108,780</b>	<b>688</b>	<b>\$108,780</b>
	Reimbursable Expenses			\$ 1,500		\$1,500
	<b>GRAND TOTAL</b>			<b>\$ 110,280</b>	<b>688</b>	<b>\$110,280</b>



PURCHASE ORDER

DATE: 01/16/24  
 FACSIMILE: 407-688-5021



CITY OF  
**SANFORD**  
 FLORIDA

PO NUMBER: 040028

FLORIDA TAX EXEMPT  
 NO.: 858012621681C-8

SUBMIT INVOICES TO:  
 INVOICE\_BD@SANFORDFL.GOV

**VENDOR NO.:** 13175

**TO:**

ZHA INCORPORATED  
 2290 LUCIEN WAY, SUITE 300  
 MAITLAND, FL 32751

**SHIP TO:**

CITY OF SANFORD  
 300 N. PARK AVENUE- BD  
 SANFORD, FL 32771

DELIVER BY	TERMS	F.O.B. DESTINATION UNLESS OTHERWISE INDICATED	BID OR QUOTATION NO.	REQUISITION NO.	
11/08/23	NET/30			71171	
ACCOUNT NO.: 135-1114-524.34-00		PROJECT NO.:			
NO DEVIATION FROM THIS PURCHASE ORDER WILL BE ALLOWED UNLESS AUTHORIZED BY THE PURCHASING MANAGER - CITY OF SANFORD					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT COST	EXTENDED COST
1	PROJECT MANAGEMENT OF THE BREEZEWAY Post Design bidding support and contract finalization, Task Form No. # 1 COI Included PBA 22/23-231 Assisting with contract negotiations with successful bidder	46560.00	NA	1.00	46560.00
				SUB-TOTAL	46560.00
				TOTAL	46560.00

APPROVED BY: *M. Ordóñez*  
 PURCHASING AGENT

APPROVED BY: *Craig M. Redgate*  
 CITY MANAGER

All packages and Invoices applicable to this P.O. must bear this P.O. Number. The Vendor shall comply with all specified and reference herein before and after. Any attempts to insert language to change these terms and conditions are hereby rejected and will be resolved in favor of the City of Sanford. Standard terms and conditions hereby incorporated into this purchase order may be found at <http://www.sanfordfl.gov/index.aspx?page=879>

1. By accepting this Purchase Order (PO) the Vendor accepts all of the Terms and Conditions included herein. The Buyer is the City of Sanford, Florida, hereinafter referred to as the "City". The term "City" is used in a broad sense to include its employees, directors, officers, agents, volunteers, etc.
  2. All information referenced is hereby incorporated into the PO. These Terms and Conditions may be varied only by written amendment signed by the parties. All modifications in performance, including but not limited to, extensions of time, renewal, or substitution are void absent dually signed amendment by the parties. Time is of the essence of the lawful performance of the duties and obligations contained in the Purchase Order. The Vendor agrees that Vendor shall diligently and expeditiously pursue Vendor's obligations.
  3. Cancellation rights reserved by the City. The City may cancel this PO in whole or in part at any time for default by written notice to the Vendor. The City shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination.
  4. Terms of shipping are F.O.B. the City's delivery location unless otherwise noted within the terms of this PO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is acknowledged by an authorized City representative.
  5. Prices stated on this PO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. Extra charges for any purpose will not be allowed unless explicitly indicated on the PO. This order is hereby cancelled, if pricing is omitted.
  6. The Vendor warrants that any material or equipment supplied hereunder is new, unused condition and free from defects in title, workmanship, defects in design and in full compliance with the specifications defined by the City in the order. The goods or services furnished under this PO are covered by commercial warranties for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City. A copy of these warranties and all applicable manufacturers warranties shall be furnished at the time of delivery.
  7. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods and/or services with the requirements of this purchase order and to reject any delivery not in compliance if any deficiency is not visible at the time of delivery the City reserves the right to take and/or require appropriate corrective action upon the discovery of any deficiency, non-compliance, or defect.
  8. All tools or property furnished to the Vendor by the City shall remain the property of the City, be subject to removal upon the City's demand, be used only on behalf of the City, be maintained in good order, and be clearly identified as property of the City. The Vendor assumes any and all liability of whatsoever type or nature for loss or damage to such property.
  9. The Vendor agrees to comply with all Federal, State of Florida, Seminole County, City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.
  10. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or agents. Additionally, the Vendor accepts responsibility for all damages resulting in any way related to the procurement and delivery of goods or services contemplated in this purchase order. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
  11. The Vendor shall not assign this PO, any rights under this PO or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
  12. The Vendor shall not disclose the existence of this PO without prior written consent of the City except as may be required to perform this PO.
  13. All Material purchased hereunder must be packaged to ensure its security and delivery in accordance with the City's shipping and packaging specification and good commercial practice. Each package shall be labeled indicating the addressee of each package or shipment and the applicable PO number. All shipments shall comply with HAZMAT requirements including, but not limited to, (DOT) regulations published in 49CFR 1399, OSHA regulations 29 CFR 4999.
  14. The Vendor shall perform the obligations of this PO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
  15. The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures.
  16. After each delivery, the Vendor shall provide to the bill to address an original, proper invoice (single copy) which includes: a) Vendor's name (dba), telephone number, mailing address; b) City's P.O. Number; c) Date of invoice; d) Shipping date; e) Delivery date; f) Payment terms; g) Description of goods/services; h) quantity; i) Unit price; j) Extended price; k) Total. The City has the right to reconcile invoice with the PO and adjust payment accordingly to comply with the PO. Payment will be made only to the Vendor identified on the PO and for received and accepted goods/services. The City shall have right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor and shall in the case of Vendor default retain the right to further adjust payments as consistent with the best interests of the City.
  17. Payment of invoices will be in compliance with Chapter 218, Part VII of Florida Statutes, City Ordinance No. 3029, Purchasing Policy of the City and the stipulations, terms and conditions of this PO. Any cash discount period will date from receipt of invoice, receipt of actual delivery or date of invoice, whichever is later.
  18. If this PO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. In circumstances where insurance is required, Vendor shall provide proofs of insurance required by the City, or City reserves the right to cancel this Purchase Order, immediately suspend performance by the Vendor at Vendor's expense and prohibit access to City premises until such proofs of insurance is verified. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
  19. The failure of the city to enforce any provision of this PO, 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.
  20. The Vendor shall notify the Purchasing Manager of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MSDS, related to the Material being purchased herein.
  21. The City shall have the right at no additional charge to use all or portions of material found in the Vendor's applicable literature relevant to the purchase. The Vendor agrees to advise the City of any updated information relative to the foregoing literature and documentation with timely written notice.
  22. A person or affiliate who has been removed from the City's Vendor List may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being removed from the City's Vendor List.
  23. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this PO with any contractor who knowingly employs unauthorized alien workers.
  24. This PO shall be governed by and interpreted in accordance with the laws of the State of Florida.
- In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Eighteenth Judicial Circuit in and for Seminole County, Florida

# Purchasing Division Requisition Form



City of Sanford  
PO Box 1788  
Sanford, FL  
Seminole  
32772  
Phone: 407-688-5030  
Fax: 407-688-5021  
Email:  
[purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)  
[www.sanfordfl.gov](http://www.sanfordfl.gov)

Department	Development Services/Building
Contact Person	Angela Adkins
Vendor	ZHA
Address	601 N Magnolia Ave Suite 300 Maitland, FL 32751
Contact Person	Matt Gans

Tel  Email

Requisition#  PO #  Date

Line Item	Account Code	Description	Quantity Unit	Extended Price
	135-1114-524-31-00	Project Management of the Breezeway		
		Project		

**Delivery Instructions:**

**Additional Comments:**

Task Authorization # 1  
Risk Management For Sanford Town Hall  
Expansion Project  
Date 2-13-23 PBA #22/23-231  
Project Code #

Finance Manager

Budget Transfer

Override

Accounts (initials)

**Internal Use Only**

Amount Paid	Check No.	Date



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

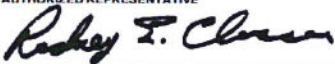
<b>PRODUCER</b> Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	<b>CONTACT NAME:</b> Certificate Dept. <b>PHONE (A/C, No, Ext):</b> 407-869-0962 <b>FAX (A/C, No):</b> 407-774-0936 <b>E-MAIL ADDRESS:</b> Certificates@sihle.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER C : Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Technology Insurance Company	42376	INSURER C : Kinsale Insurance Company	38920	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> ZHA Incorporated 601 N Magnolia Ave #100 Orlando FL 32801	ZHAINCO-01													

**COVERAGES**      **CERTIFICATE NUMBER:** 1985429985      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6045383187	9/5/2023	9/5/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6045383187	9/5/2023	9/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045382704	9/5/2023	9/5/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4240713	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liability</b>	Y		01001680861	11/2/2022	11/2/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 When required by written contract those parties listed in said contract, including the certificate holder are added as an additional insured with respect to the General Liability and Professional Liability as afforded by the policy and/or endorsements. Umbrella Follows Form over General Liability and Hired/Non-Owned Auto Liability

<b>CERTIFICATE HOLDER</b>  City of Sanford 300 North Park Avenue Sanford FL 32771	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT C  
FEE SCHEDULE**

<b>Classification</b>	<b>Unit</b>	<b>Unit Rate</b>
Project Executive/Principal	Hourly	\$225.00
Project Manager – Design	Hourly	\$190.00
Project Manager – Construction	Hourly	\$210.00
Architect	Hourly	\$165.00
Engineer	Hourly	\$165.00
Planner	Hourly	\$160.00
Graphic Specialist	Hourly	\$130.00
Senior Inspector	Hourly	\$135.00
Inspector	Hourly	\$125.00
Clerical	Hourly	\$80.00

Billing rates in the above table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Direct expenses, which may be incurred in the completion of work tasks including printing, binding, courier services, etc., and as approved in any individual Task Authorization, shall be reimbursed at actual cost.



**TASK AUTHORIZATION FORM ISSUED BY CITY OF SANFORD**

Date: **October 16, 2023**

Task Authorization No.: **1**

Project Title: **Risk Analysis / Project Management for Sanford Town Hall Expansion Project**

Consultant: **ZHA Incorporated**

Agreement Date and Solicitation Number: **02/13/2023, PBA #22/23-231**

This Task Authorization implements the above-referenced Agreement and assigns work to be performed under the Agreement. The terms, conditions and provisions of the Agreement apply to and govern all work under this Task Authorization Form. The Contractor shall not under any circumstances attach to any document, which proposes in conjunction with this Task Assignment or otherwise propose any term, condition or provision relating to the work. A Consultant so doing will be in breach of the Agreement and will be engaging in conduct, which the City will deem to be as unethical.

Execution of this Task Authorization by the City shall serve as authorization for the Consultant to provide the above project, professional services as set out herein 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
- Schedule of Subcontractor Participation (approved by the City).
- Other please specify: Documents to be reviewed have been provided by the City related to the bidding of the Sanford Town Hall Expansion Construction

**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 within Twenty One (21) calendar days from date of the purchase order issued by the City to the Consultant, subject to the City's scheduling of Task 1. Each enumerated task shall be completed in accordance with the contract time schedule set forth below.




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**TASK AUTHORIZATION**

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**TASK 1 – Risk Analysis / Project Management**

**Description of Work:**

As part of the Project's risk analysis, ZHA staff will:

- Perform a full review of plans and specifications.
- Provide analysis of scope gaps in the drawings.
- Review CPH task Authorization.
- Review GC bid relative to Construction Documents and review Schedule submitted by GC.
- Review GC Site Logistics Plans.
- Review GC Contract.
- Assist with issuing and reviewing best and final bids that include scope gap items

**Total Contract Time: 288 hours**

**Total Contract Price: \$46,560**

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<b>TASK AUTHORIZATION SUMMARY</b>			
<b>No.</b>	<b>Description</b>	<b>Contract Price</b>	<b>Contract Time</b>
1	Risk Analysis / Project Management	44,560.00	288 hours
2	Reimbursables	2,000.00	
<b>TOTAL</b>		<b>\$46,560.00</b>	<b>21 Days</b>



**APPROVAL OF TASK AUTHORIZATION AND ACKNOWLEDGMENTS**

IN WITNESS WHEREOF, the City and following named Consultant have executed this instrument for the purpose herein expressed.


**ATTEST:**

**CITY OF SANFORD**

Traci Houchin  
Traci Houchin (Jan 25, 2024 10:52 EST)

Traci Houchin, MMC, FCRM  
City Clerk



By:   
Craig Radzak  
Deputy City Manager  
Date: 10/30/2023

Approved as to form and  
legal sufficiency.

Lonnie N. Groot, ACA, for WLC, CA  
Lonnie N. Groot, ACA, for WLC, CA (Jan 25, 2024 07:54 EST)

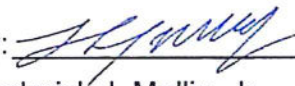
William L. Colbert, City Attorney

**ATTEST:**

**ZHA INCORPORATED**



Cludeen Roundtree  
Print Name

By:   
Frederick J. Mellin, Jr.  
President/CEO

Title: Executive Administrative Assistant

Date: 16 October 2023



**ZHA Incorporated Piggyback Contract (PBA 22/23-231) for the Provision of Facility Construction Consulting And Owner's Representation Services**

The City of Sanford, Florida, a Florida municipal corporation (hereinafter referred to as the "City") enters this "Piggyback" Contract (hereinafter referred to as the "Contract") with ZHA Incorporated, a Florida corporation (hereinafter referred to as the "Vendor"), whose principal and mailing address is 601 North Magnolia Avenue, Suite #100, Orlando, Florida 32801, under the terms and conditions hereinafter provided. The City and the Vendor may be collectively referenced herein as the "Parties."

The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The Parties agree that the Vendor has entered into a contract with Osceola County, Florida said contract being a "Professional Services Contract" and identified as "Facility Construction Consulting And Owner's Representation Services On A Task Authorization Basis" under procurement number "PS-22-12731-MM", as said contract may have been amended, relating to the provision of facility construction consulting and owner's representation services (said original contract documents being referred to as the "Original Government Contract").

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the Original Government Contract are fully binding on the Parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City

policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing. No services procured under this Agreement will be subject to the provisions of the *Consultants' Competitive Negotiation Act*, as codified in Section 287.055, *Florida Statutes*.

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between the Vendor and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by the Vendor naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by the Vendor in accordance with Exhibit B attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see *Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf* ([sanfordfl.gov](http://sanfordfl.gov)). 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 Contract to the extent deemed necessary by the City in its sole and absolute discretion. The Vendor shall adhere to all applicable law including, but not limited to, the guidance of the Florida Attorney General expressed in Advisory Legal Opinions relative to the implementation of the local business tax under Chapter 205, *Florida Statutes*. Further, without anyway limiting the obligation to ensure compliance with all controlling law, the Vendor shall comply with the laws relating to debt collection insofar as they may be applicable.
- c. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, The Vendor agrees that it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Owen Christopher Smith  
Project Planner, Urban Design  
Development Services Department  
City Hall  
300 North Park Avenue  
Sanford, Florida 32771  
Phone: 386-688-5144

- d. Notwithstanding anything in the Original Government Contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the Parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The laws of the State of Florida shall control any dispute between the Parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.
- e. Notwithstanding any other provision in the Original Government Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.
- g. The Vendor understands that Florida Statutes, Chapter 119 – Public Records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
  - l. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING 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, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK**

**AVENUE, SANFORD, FL 32771,  
TRACI.HOUCHIN@SANFORDFL.GOV.**

- II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, The Vendor must:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
  - B. 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.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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.
- III. If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
- IV. Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.
- h. The Vendor, in the event of any ambiguity in the contractual relationship between the Vendor and the City, shall comply with

all "Standard Contractual Terms and Conditions", as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov))

- i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and the Vendor.

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the City.

**Attest:**

**ZHA INCORPORATED,** a Florida corporation.

**By:** Wendy A. Roby  
Wendy A. Roby  
Corporate Secretary

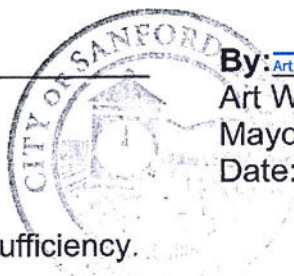
**By:** Frederick J. Mellin  
Frederick J. Mellin  
President  
Date: 6 FEB 23

**ADDITIONAL SIGNATURE BLOCK FOLLOWS:**

**Attest:**

**CITY OF SANFORD,** a Florida municipal corporation

**By:** Traci Houchin  
Traci Houchin (Feb 13, 2023 12:16 EST)  
Traci Houchin, CMC, FCRM  
City Clerk



**By:** Art Woodruff  
Art Woodruff (Feb 9, 2023 15:09 EST)  
Art Woodruff  
Mayor  
Date: Feb 9, 2023

Approved as to form and legal sufficiency.

**By:** Lonnie N. Groot, ACA, for WLC, CA  
Lonnie N. Groot, ACA, for WLC, CA (Feb 7, 2023 23:33 EST)  
William L. Colbert  
City Attorney

**Exhibit "A"**

[Attach original government contract]

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

(1) The Vendor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

- (a) **Workers Compensation/Employer Liability:** The Vendor shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) **Comprehensive General Liability:** The Vendor shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent vendor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) **Comprehensive Automobile Liability:** The Vendor shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) **Professional Liability:** The Vendor shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) **Sex Abuse Liability:** The Vendor shall provide coverage with limits not less than \$1,000,000 CDL or its equivalent.

(2) All insurance other than Workers Compensation to be maintained by the Vendor shall specifically include the City as an additional insured.

(3) For additional insurance requirements reference is made to the requirements shown in the City's CONTRACT TERMS AND CONDITIONS FOR ALL CITY PROCUREMENTS (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov)).



CITY OF  
**SANFORD**  
FLORIDA



**APPROVED**

WS \_\_ RM X  
Item No. 8.9

**CITY COMMISSION MEMORANDUM 24-159**  
**JUNE 10, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Angela Adkins, Administrative Services Manager Development Services  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., ICMA-CM, City Manager  
**SUBJECT:** Request for Increase of Purchase Order & Resolution No. 2024-3251  
For ZHA Incorporated.

**STRATEGIC PRIORITIES:**

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

**SYNOPSIS:**

Approve Resolution No. 2024-3251, to amend the budget in the amount of \$110,280 to increase ZHA, Purchase Order #40028 is requested.

**FISCAL/STAFFING STATEMENT:**

The increase of \$110,280 to Purchase Order #40028 will bring the total amount to \$156,840. Budgeted funds are available from the Building Division Capital Account.

**BACKGROUND:**

Purchase Order #40028 was issued to ZHA on January 16, 2024 for Project Management of the Breezeway Project to include Post Design Consultation, Bidding Support and Assistance with the Contact.

The Breezeway Expansion Project includes the partial demolition of the breezeway area and construction of a new replacement office space that will house the Building Division Team.

This project will increase customer service by making the Building Division more accessible, it will bring many facets of our aging building into compliance with Code standards, create additional free space in the building to provide relief to other overcrowded areas, incorporate green technologies to embrace changing needs of our community and provide an exhibition area where our community can be showcased to visitors at City Hall. Additionally, there will be significant security enhancements to safeguard our employees and visitors.

**LEGAL REVIEW:**

No legal review requested of the City Attorney.



**RECOMMENDATION:**

City staff recommends that the City Commission approve Resolution No. 2024-3251, to increase \$110,280, to purchase order #40028 to ZHA Incorporated, bringing the new total to \$156,840

**SUGGESTED MOTION:**

“I move to approve Resolution No. 2024-3251, to increase \$110,280 to purchase order #40028 to ZHA Incorporated as proposed.”

Attachments: Resolution No. 2024-3251  
Purchase Order #40028  
Task Authorization #2  
Budget Amendment