

Resolution No. 2024-3243

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All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.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 13th day of May, 2024.

Attest:

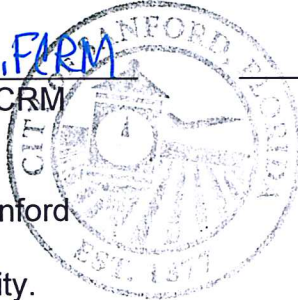
City Commission of the City of
Sanford



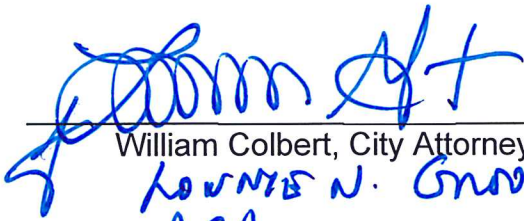
Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff, Mayor



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



William Colbert, City Attorney
LAWRENCE N. GIBBS
ACA

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2024

Department: City Administration

Division: City Manager

5/1/2024

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER					Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Budget	Balance	Change	Unrealized
457	0000	381	01	00	\$ 630,907	\$ 630,907	\$ 483,327	\$ 1,114,234
001	0000	389	98	00	9,964,533	9,964,533	483,327	10,447,860
TOTAL CHANGES IN REVENUES							\$ 966,654	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Budget	Balance	Change	Balance
457	5502	575	62	00	Building	\$ -	-	\$ 483,327	\$ 483,327
001	7979	581	94	57	Transfer to Marina	630,907	630,907	483,327	1,114,234
TOTAL CHANGES IN EXPENDITURES							\$ 966,654		

REASON FOR AMENDMENT: Downtown Sanford Marina Roof

DIRECTOR APPROVAL:  DATE: 5/13/2024

FINANCE APPROVAL:  DATE: 5/1/24

CITY MANAGER APPROVAL:  DATE: 5/1/2024

CITY COMMISSION AGENDA DATE: May 13, 2024 APPROVED 

FOR FINANCE USE

Entry Date: _____ Batch Number: _____ Document #: BA 08-101

**AGREEMENT BY AND BETWEEN
THE CITY OF SANFORD, FLORIDA AND CHARLES PERRY PARTNERS, INC. FOR
SOLICITATION NUMBER: RFQ 22/23-16/PROFESSIONAL CONSULTING
SERVICES – CCNA**

THIS CCNA CONSULTING/PROFESSIONAL SERVICES AGREEMENT (hereinafter the "Agreement") is made and entered into on the last date of execution by a party as set forth below, 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, Charles Perry Partners, Inc., a Florida corporation, ("CPPI" throughout), whose corporate mailing address and local address is 8200 N.W. 15TH Place, Gainesville, Florida 32606. The City and CPPI 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; Incorporation of City Solicitation Number Solicitation Number: RFQ 22/23-16.

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

(b). The provisions of City Solicitation Number: RFQ 22/23-16 and the response filed by CPPI are incorporated into this Agreement; provided, however, that if there is any inconsistency between this Agreement (including, but not limited to, the web-based terms and conditions referenced herein) and the provisions of the Solicitation or CPPI's Response, then the provisions of the City's Solicitation shall prevail. For example, the insurance requirements set forth in the City's Solicitation shall apply to the engagement of professional services by the City as set forth herein.

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 consulting and engineering services as set forth in the *Consultant's Competitive Negotiation Act* (the "CCNA" as codified at Section 287.055, *Florida Statutes*) and the procurement solicitation documents relating hereto, the Response thereto from CPPI and the work orders and documents related hereto as issued by the City (all of which are incorporated herein as if fully set forth herein verbatim) and it is recognized that CPPI

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 CPPI 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 to include, but not in any way be limited to, construction management services.

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 in favor of the City shall not terminate and the protections afforded to the City shall continue in effect subsequent to such services being provided by CPPI No services have commenced prior to the execution of this Agreement that would entitle CPPI for any compensation therefor. This Agreement constitutes a continuing contract under the CCNA and may be terminated in accordance with the provisions of the City's web-based terms and conditions as referenced herein.

Section 5. Compensation. The Parties agree to compensation for services as set forth in the City's work orders as issued from time-to-time for specific services identified in the work orders said services to be provided within the timeframes as stated in the work orders..

Section 6. Standard City Web-Based Contractual Terms and Conditions.

(a). All "Standard Contractual Terms and Conditions", as provided on the City's website as shown at: www.SanfordFL.gov, apply to this Agreement. Such Terms and Conditions may be found at the City's website:

<https://sanfordfl.gov/government/finance/purchasing-division/>, or a successor link.

(b). 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 and other State law such

as, by way of example only and not a limitation, the provisions of Section 287.055 and Section 287.075, *Florida Statutes*.

Section 7. CPPI's 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, CPPI 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 CPPI 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 CPPI does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

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

(d). IF THE CONTRACTOR/VENDOR (CPPI) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S/VENDOR'S (CPPI'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.HOUCHIN@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 CPPI 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 CPPI, 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.

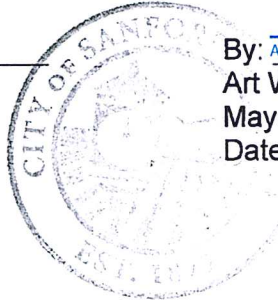
IN WITNESS WHEREOF, the City and CPPI have executed this instrument for the purpose herein expressed with the undersigned persons affirming that they have full and plenary authority to execute this instrument and bind their respective party..

SIGNATURE BLOCKS FOLLOW:

Attest:

City of Sanford

Traci Houchin
Traci Houchin (Jan 25, 2024 11:00 EST)
Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff
By: Art Woodruff (Jan 25, 2024 07:32 EST)
Art Woodruff
Mayor
Date: Jan 25, 2024

Approved as to form and legal sufficiency.

Lonnie N. Groot, ACA, for WLC, CA
Lonnie N. Groot, ACA, for WLC, CA (Jan 18, 2024 09:35 EST)
William L. Colbert
City Attorney

Attest:

Charles Perry Partners, Inc., a Florida corporation.

Jason Morgan

Digitally signed by Jason Morgan
DN: C=US,
E=Jason.Morgan@CPPI.com,
OU=CPPI, CN=Jason Morgan
Date: 2023.12.11 18:52:55-05'00'

Jason Morgan, Executive VP



Brian Leslie
By: Brian Leslie, President

Date: 12/4/2023



CITY OF
SANFORD
FLORIDA



APPROVED

WS ___ RM X
Item No. 8.E

CITY COMMISSION MEMORANDUM 24-137

MAY 13, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Craig Radzak, Asst. City Manager
Owen Christopher Smith, Project Planner
SUBMITTED BY: Norton N. Bonaparte Jr., ICMA-CM, City Manager
SUBJECT: Resolution No. 2024-3243, Downtown Sanford Marina Roof Repairs

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Approve Resolution No. 2024-3243, to amend the budget and award Downtown Sanford Marina Roof Repairs to Charles Perry Partners, Inc., and approve a procurement under Continuing Contract for Construction Management at Risk (CMAR) which was procured under Consultants' Competitive Negotiation Act (CCNA as codified as Section 287.055, Florida Statutes) RFQ # 22/23-16 CMAR is being requested.

FISCAL/STAFFING STATEMENT:

The total contract is a Guaranteed Maximum Price (GMP) of \$483,326.87. The GMP includes the entire removal and replacement of the existing roof system down to the deteriorated metal deck and remove and replace 25% (5,950 sf) of the existing damaged 22 ga metal decking.

Additional thermographic scans will be performed before the work starts to identify the exact amount of metal deck that needs to be replaced as a future change order \$9.06/SF of metal deck for replacement if required. Funding for this project will be from General Fund Reserves.

BACKGROUND:

The Sanford Downtown Marina dry storage building is 43,700 square feet and was constructed in 1967 and currently has the same roof. It is in extremely bad condition and has many leaks which have caused damage to the boats due to extreme neglect over many years. There is no access to the roof without a lift.

This project will replace the existing roof and add a much-needed access ladder system for future needs and inspection.

The project also includes new 3” Polyisocyanurate Rigid Insulation, 60 mil mechanically attached PVC Roofing System with a substantial complete of 90 calendar days is included with a 20-year NDL Warranty and 2-year Workmanship Warranty.

LEGAL REVIEW:

No legal review requested of the City Attorney.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2024-3243, to amend the budget, award the Downtown Sanford Marina Roof Repairs to Charles Perry Partners, Inc., Bid #RFQ 22/23-16, and issue a procurement in an amount of \$483,326.87.

SUGGESTED MOTION:

"I move to approve Resolution No. 2024-3243, award Bid #RFQ 22/23-16, and a procurement to Charles Perry Partners, Inc., as proposed."

- Attachments: (1) Amended Agreement RFQ 22/23-16 CCNA
(2) Approved Agenda RFQ 22/23-16 CCNA
(3) Notice of Award 22/23-16 CCNA
(4) Downtown Sanford Marina Roof Proposal
(5) Resolution No. 2024-3243
(6) GMP