

Resolution No. 2024-3324

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; 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, 2024, and terminating on September 30, 2025, 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, 2024, and terminating on September 30, 2025, 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, 2024, and

terminating on September 30, 2025, 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All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.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.

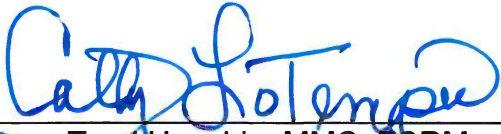
Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 9th day of December, 2024.

Attest:

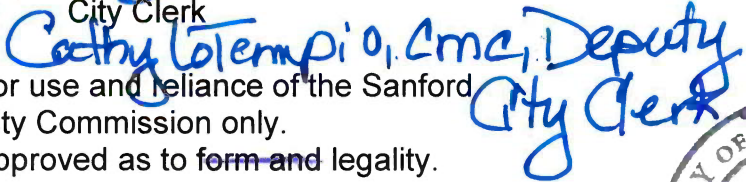
City Commission of the City of Sanford




Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff, Mayor


Cathy Lotempio, CMC, Deputy
City Clerk
For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.



William Colbert, City Attorney
LONNIE N. GROOT, ACA



REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2025

Department: City Manager

Division: _____

Date: 12/9/2024

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Unrealized (Budget)	Change	Unrealized
001	0000	389	98	00	Use of Reserves	\$ 400,000	\$ 400,000	\$ 149,482	\$ 549,482
360	0000	381	60	00	Transfer from General Fund	8,022,291	8,022,291	149,482	8,171,773
TOTAL CHANGES IN REVENUES								\$ 298,964	

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
360	0101	511	62	00	CM2501	Buildings	\$ 400,000	\$ 400,000	\$ 149,482	\$ 549,482
001	7979	581	91	28		Transfer from General Fund	8,022,291	8,022,291	149,482	8,171,773
TOTAL CHANGES IN EXPENDITURES								\$ 298,964		

REASON FOR AMENDMENT: City Hall 2nd Floor Renovations Project

DIRECTOR APPROVAL: _____ DATE: 11/21/24

FINANCE APPROVAL: Cynthia Lindsey DATE: 11/21/24

CITY MANAGER APPROVAL: _____ DATE: 11/21/24

CITY COMMISSION AGENDA DATE: 12.9.24 APPROVED? Yes

FOR FINANCE USE

Entry Date: _____ Batch Number: _____ Document #: BA 03-100



TASK AUTHORIZATION FORM ISSUED BY CITY OF SANFORD

Date: **November 18, 2024**

Task Authorization No.: **1**

Project Title: **Second Floor Remodel Project – Design 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 Consultant 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 design schedule included in Forefront' proposal dated November 7, 2024.

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 approximately One Hundred and Fifty One (151) calendar days from date of the Architect's NTP for the design issued by the City to the Architect. The task shall be completed in accordance with the contract time schedule set forth below.



TASK AUTHORIZATION

TASK A

Description of Work:

As part of the Second Floor Remodel design management, ZHA staff will:

- Participate in a project design kick-off meeting with City staff and the architectural team.
- Perform a review of plans and specifications at the end of each design phase, including schematic design 10%, design development 30%, construction documents 60%, 90%, and 100%
- Participate in all design team meetings after each submittal

Contract Price: \$19,740

Contract Time: 120 hours

TASK AUTHORIZATION SUMMARY			
No.	Description	Contract Price	Contract Time
A	Project Design Management	\$19,240.00	120 hours
B	Reimbursable Expenses	\$500.00	
TOTAL		\$19,740.00	151 Days



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:

Cathy Lotempo

Traci Houchin, MMC, FCRM
City Clerk

Cathy Lotempo, MMC, Deputy City Clerk
Approved as to form and legal sufficiency.

William L. Colbert

William L. Colbert, City Attorney
Lonnie N. Groot, ACA

ATTEST:

Print Name
Title: _____

CITY OF SANFORD

Art Woodruff

By: Art Woodruff
Mayer
Date: *12-9-24*



ZHA INCORPORATED

Frederick J. Mellin, Jr.

By: Frederick J. Mellin, Jr.
President/CEO
Date: 18 November 2024

TASK ORDER #1
City of Sanford - City Hall
Second Floor Remodel
11/18/2024

	Role	Billing Rate	Task A		Task Total	
			Hours	Fee	Hours	Fee
ZHA FEE PROPOSAL						
PERSONNEL						
	Project Executive/Principal	\$ 225.00	16	\$ 3,600	16	\$3,600
	Project Manager - Construction	\$ 210.00		\$ -	0	\$0
	Project Manager - Design	\$ 190.00	32	\$ 6,080	32	\$6,080
	Architect	\$ 165.00	32	\$ 5,280	32	\$5,280
	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	24	\$ 3,000	24	\$3,000
	Clerical	\$ 80.00	16	\$ 1,280	16	\$1,280
	Total Personnel		120	\$ 19,240	120	\$19,240
	SUB TOTAL FEES		120	\$ 19,240	120	\$19,240
	Reimbursable Expenses			\$ 500		\$500
	GRAND TOTAL			\$ 19,740	120	\$19,740



CITY OF
SANFORD
FINANCE DEPARTMENT

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

ATTEST:

[Handwritten signature]
Traci Houchin, MMC, FCRM
City Clerk

[Handwritten signature]
Cathy Lotempia, MMC, Deputy
City Clerk

Approved as to form and legal sufficiency.

[Handwritten signature]

William L. Colbert, City Attorney
[Handwritten signature]
LONNIE N. ONDO, AICA

ATTEST:

[Handwritten signature]
CHRIS SMITH
(INSERT NAME) V.P. OF ENGINEERING
Secretary/Vice President

CITY OF SANFORD

By: *[Handwritten signature]*
Art Woodruff
Mayor
Date: 12-9-24



Forefront Architecture and Engineering

By: *[Handwritten signature]*
Lennard Davis
Vice President of Architecture
Dated: 11/19/24

By: *[Handwritten signature]*
Justin Parker
Director of Business Development
Dated: 11/19/24

Attachments to be included;

- Section 00860 Task Authorization**
- Attachment "A" Consultant RFQ -Agreement**
- Attachment "B" Price Sheet**
- Proposed Schedule of Subcontractor Participation**
- Insurance Requirement Form**



WS ___ RM <u>x</u>
Item No. <u>9.F</u>

**CITY COMMISSION MEMORANDUM 24-347
DECEMBER 9, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Craig M. Radzak, Assistant City Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Procurement of Design, Engineering, Construction Documentation, and Project Management Services for City Hall Renovations; Associated Budget Amendment; Resolution No. 2024-3324

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Approve Resolution No. 20224-3324 to amend the budget with the associated procurement of design, engineering and construction documentation services relating to future City Hall renovations with Forefront Architectural and Engineering, LLC, with project management services by ZHA, Inc.

FISCAL/STAFFING STATEMENT:

The total Forefront project fees would be \$129,742 broken down into seven different tasks:

1. Needs assessment – included in fee
2. Schematic Design Phase 10% completion - \$48,688
3. Design Development 30 % completion - \$22,896
4. Construction Documents 60 % Completion - \$16,842
5. Construction Documents 90 % Completion - \$16,842
6. Construction Documents 100 % Completion - \$16,842
7. Permitting Phase - \$7,632

The project would be managed by ZHA, Inc. and their fee would be \$19,740 with the following tasks:

1. Participate in a project design kick off meeting with City staff and the architectural team.
2. Perform a review of plans and specifications at the end of each design phase including schematic design 10%, design development 30%, construction documents 60%, 90%, and 100%
3. Participate in all design team meetings after each submittal.

The total design project cost would be \$149,482. Funding is available in the General Reserves.

BACKGROUND:

It is anticipated that the Breezeway project will be completed in June 2025. By moving the majority of the Building Division on the 1st Floor, this will create space in the area that the Building Division currently occupies. A design professional and project manager are being requested to assist the City in utilizing the vacated space in an efficient and public friendly manner.

As the City grows and increases staffing, more office space is needed at City Hall. The procurement of design, engineering, construction documentation, and project management services is being requested to determine the best use of space for the current Building Division area and the Public Works Administration area. It is anticipated the Public Works Administration employees will move to the Public Works Annex Building in approximately two years. The procurement of the professional design services will allow us to plan for the utilization of the current Public Work Administration space as well.

This service will also create a secure and confidential area for Human Resource employees (similar to the Planning Division counter), provide more office space for Finance employees, the Digital Media Specialist office, more efficient office space for the Fire Inspectors and Code Enforcement Officers, and plan for the public convenience of frequently visited divisions closer to the elevator.

LEGAL REVIEW:

No legal review requested of the City Attorney.

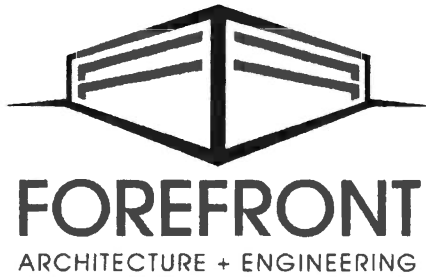
RECOMMENDATION:

City staff recommends that the City Commission approve the procurement of design, engineering, and construction documentation services of City Hall renovations to Forefront Architectural & Engineering, LLC, and project management services to ZHA, Inc., as well as the adoption of Resolution No. 2024-3324 amending the budget in the amount of \$149,482.

SUGGESTED MOTION:

“I move to approve the requested procurement of design, engineering, and construction documentation services of City Hall renovations to Forefront A&E, LLC, and ZHA, Inc., in the amount of \$149,482 and associated Resolution No. 2024-3324.”

- Attachments:
- (1). Forefront Total Fee Proposal
 - (2). Contract of Terms and Conditions between the Forefront and the City
 - (3). Task Authorization from Forefront A&E, LLC
 - (4). Task Authorization from ZHA, Inc.
 - (5). Resolution No. 3324 with budget amendment attachment ‘A’.



Forefront AE
1230 Oakley Seaver Dr, Unit 100
Clermont, FL 34711
forefrontae.com

November 19, 2024

Craig M. Radzak, Assistant City Manager
300 North Park Avenue
Sanford, Florida 32771-1788
407.688.5086
craig.radzak@sanfordfl.gov

EXHIBIT A: Proposal for Design, Engineering, and Construction Documentation for the Sanford City Hall Second Floor Remodel

Mr. Radzak,

Forefront Architecture and Engineering (Forefront) is pleased to provide our proposal for the Sanford City Hall Second Floor Remodel. Forefront has extensive experience with architectural and engineering services and will put that experience to work in providing you the construction documentation necessary for this project. The following describes our project understanding, assumptions, scope of services, and fees.

This Exhibit (**created 11/19/2024**) is a companion to the Continuing Services Agreement between Forefront Architecture and Engineering, LLC and **the City of Sanford (the Client), signed 09/25/2024** which outlines the specific requirements of the project services and obligations of the Consultant and Client. This document identifies specific requirements for Design, Engineering, and Construction Documentation for the Sanford City Hall Second Floor Remodel.

Project Understanding

Forefront understands the project to provide design and the construction documents necessary to permit and construct an approximately 24,000 square feet (SF) of remodel areas of the 31,790 SF Second Floor footprint of the Sanford City Hall located at 300 North Park Avenue, Sanford Florida 32771. See Scope of Services and Exclusions.

Design Considerations and Assumptions

Forefront will provide signed and sealed (electronic, formatted per the Authority Having Jurisdiction standards) construction drawings (architectural, mechanical, plumbing, and electrical) for a remodel of approximately 24,000 SF. The remodel will involve converting existing office space into new office space, utilizing vacated area to expand the overall footprints of the City of Sanford departments which are to remain located on the second floor of the building. Select departments are to be located for greater ease of public access, and overall the floor plan will more efficiently utilize the available space. Existing circulation routes and components are to remain in place in the new layout, as are existing restrooms and I.T. spaces.



Collaboration and Coordination

Forefront will conduct scheduled milestone meetings with the client at the 10%, 60% and 90% submittals. These meetings will serve as critical checkpoints to review progress, confirm design intent, and address any necessary adjustments. Other meetings may also be scheduled as needed.

Subconsultant Services

Forefront is committed to delivering comprehensive, full-spectrum design work. Forefront will serve as the primary point of contact to keep the project on schedule and aligned with the project goals. Forefront will engage and coordinate with:

1. MEP (Mechanical, Electrical, and Plumbing) Engineers.
2. Sanford in-house I.T. personnel (as needed).
 - A. Per City of Sanford, I.T. and technology designs and layout are to be performed by in-house personnel.

Scope of Services

Forefront has designated the degree of service to provide full-service permit ready drawings. During each phase, Forefront will schedule meetings for discussion as part of the agreed scope of work. After each submittal the client shall have a period of five (5) business days to submit written comments. After which Forefront shall have a period of five (5) business days to submit responses to the client's comments. The following details the necessary tasks to complete the project:

Task 01 – Programming and Needs Assessment

Establishing the Program is a joint goal forming phase between Forefront and the Client to establish the function of the subject building.

1. Programming & Needs Assessment

Task 02 – Schematic Design Phase – 10% Completion

With the Program established, schematic/concept ideas and drawings will be provided to illustrate how the building will function and appear. This is a collaborative phase with copious communication.

1. Schematic Design Architectural
2. Schematic Design Systems Review

Task 03 – Design Development – 30% Completion

With a Client-approved schematic design, Forefront will continue to develop the design concept. During this phase details are added, and the building concept is refined. Preliminary system engineering also starts during this period. The Schematic Design will be refined as we coordinate with MEP team and Interior Designers. 30% Construction Documents will be provided at the conclusion of this phase for review and approval.

1. Design Development Architectural
2. Design Development Mechanical, Electrical, Plumbing, Fire Protection
3. Design Development Interior Design



Task 04 – Construction Documents – 60% Completion

Development of the design into construction documents will begin. During the process, review drawings at 50% completion will be provided for continued oversight and review. Coordination with MEP, Fire Protection, and Low Voltage/ Security City of Sanford personnel.

1. 60% Construction Documents Architectural
2. 60% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection
3. 60% Construction Documents Interior Design

Task 05 – Construction Documents – 90% Completion

Further development of the construction documents will occur. During the process, review drawings at 90% completion will be provided for continued oversight and review.

1. 90% Construction Documents Architectural
2. 90% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection
3. 90% Construction Documents Interior Design

Task 06 – Construction Documents – 100% Completion

Forefront to deliver electronic signed and sealed construction documents for permitting. Any changes at this stage, regardless of scope, will be billed at standard hourly rates. However, any additional documentation required to address building department review comments will be provided at no extra charge. Hard copy signed and sealed documents can be provided for additional costs per printing schedule.

1. Construction Documents Architectural
2. Construction Documents Mechanical, Electrical, Plumbing, Fire Protection
3. Construction Documents Interior Design

Task 07 – Permitting Phase

Assist the Client in submitting the drawings to AHJ (Authority Having Jurisdiction), respond to AHJ comments, and coordinate with consultants for an approval to obtain a construction permit.

Excluded Services

Any additional services requested beyond the original scope will require a written amendment to this agreement, along with approval of any associated fees and timeline adjustments. This provides all parties to align expectations and resources accordingly throughout the project's lifecycle.



Key Milestones and Project Schedule

The success of any project is based on identifying all critical pathway items and establishing a schedule for completion. Based on our similar project experience, below is a list of potential key milestones.

Task	Approximate Timeframe
Approval of Scope of Work and Budget	Mid-November 2024
Schematic Design Documents – 10% Completion - Client reviews	~ 6 weeks
Design Development – 30% Completion - Client review	~ 4 weeks
Construction Documents – 60% Completion - Client review	~ 4 weeks
Construction Documents – 90% Completion - Client review	~ 4 weeks
100% Construction Drawings	~ 4 weeks (Late April 2025 completion)

Key Project Staff

Forefront proposes a highly experienced team, who have extensive experience in design, permitting, and construction management projects. A breakdown of the proposed key team members and associated roles are provided below:

- Mr. Lennard Davis, RA, Client Account Manager – Architectural Review of design
- Mrs. Khine Pwint, RA – Architectural design, leads design team
- Mr. Chris Smith, PE, VP, Structural Engineer – Structural design if needed

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Project Fees

The following table summarizes our estimate of fees to complete the scope of services described above.

Task	Fees Schedule
Task 01 – Programming and Needs Assessment	Incl. in SD Task
Task 02 – Schematic Design Phase 10% Completion	\$48,688.00
Task 03 – Design Development 30% Completion	\$22,896.00
Task 04 – Construction Documents 60% Completion	\$16,842.00
Task 05 – Construction Documents 90% Completion	\$16,842.00
Task 06 – Construction Documents 100% Completion	\$16,842.00
Task 07 – Permitting Phase	\$7,632.00
Total Project Fees: \$129,742.00	
Initial Deposit: Waived	

Provide services as defined in Scope of Services for the net fee in the amount of:

One Hundred Twenty Nine Thousand Seven Hundred Forty Two and 00/100 dollars (\$129,742.00)

Billing shall be sent monthly in accordance with percentage of overall completion, with the 100% documents being signed and sealed for permitting. Payments shall be made for the completion of the work as outlined above. Payments shall be due 15 days net from the date of invoicing. The fixed fee is based on the scope of work to provide completed Construction Documents.

Forefront has attached our Fee Schedule established for the City of Sanford. Each individual Forefront staff name is classified with an associated hourly rate. Our team organization is tailored to provide services effectively and efficiently. We utilize senior staff to provide guidance and review of all work products, with much of the production work completed by lower cost junior staff. In addition, senior staff either self-perform or provide a high level of supervision to junior staff during critical phases of the project. If the project is completed outside of the assumptions, Forefront may request to reduce or increase the budget accordingly.

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Terms and Conditions

The scope of work includes authorized revisions and quality assurance milestones to provide the highest standard of service. Please note that our fees reflect not just the time spent, but also the expertise, resources, and attention to detail required to successfully complete your project. Any work requested beyond the agreed-upon scope will be billed at our hourly rates. All construction documents provided remain the intellectual property of Forefront Architecture and Engineering, LLC, unless explicitly transferred to the client in writing. Proposals are valid 30 days from creation date.

It is specifically understood in accordance with Chapter 2013-028, Laws of Florida, that the design professionals are not personally liable. The business entity maintains required insurance coverage.

THE DESIGN PROFESSIONAL(S) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

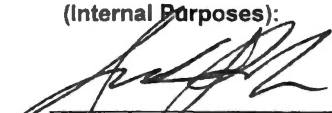
We appreciate this opportunity to present our proposal and remain fully available to provide any other information that you may require concerning this project. If you have any questions, please contact Justin Parker, Director of Marketing and Business Development. justinp@ff-ae.com

Authorization

November 7, 2024

I hereby authorize Forefront to proceed with the scope of work for the referenced project as described in proposal number 24-16841-00 dated November 7, 2024, with a budget authorization of **\$152,638.00** under the general terms and conditions specified in the proposal.

**Proposal Reviewed by
(Internal Purposes):**

 11/19/24

Signature, Date

Justin Parker, Director of Marketing & BD

Printed Name, Title

**Offered by
Forefront Architecture & Engineering, LLC:**

 11/19/24

Signature, Date

Lennard Davis, RA, VP of Architecture

Printed Name, Title

Accepted by Client:

Signature, Date

City of Sanford

Printed Name, Title



Schedule of Hourly Rates for the City of Sanford – Effective July 1, 2024

The following rates are subject to review and revision. Any client-requested work beyond the agreed-upon scope of services, and not authorized in advance, will be billed at our standard residential hourly fees.

Personnel	Hourly Rate
Senior Executives	\$285
Senior Architect	\$285
Architect Level II	\$240
Architect Level I	\$220
Senior Designer	\$185
Design Specialist	\$150
Senior Engineer	\$285
Engineer Level II	\$240
Engineer Level I	\$220
Quality Assurance	\$185

Personnel	Hourly Rate
Inspections	\$150
Senior Project Manager	\$180
Project Manager Level II	\$150
Project Manager Level I	\$140
BIM Manager	\$180
BIM Specialist	\$150
Senior CAD Technician	\$140
CAD Technician Level II	\$125
CAD Technician Level I	\$120
Administrative/Clerical	\$80

Other Reimbursable Expenses

Direct Expenses

Mileage –IRS Standard	\$0.67
Copy B/W 8.5x11	\$0.20/page
Copy Color 8.5x11	\$0.50/page
Copy B/W 11x17	\$0.45/page
Copy Color 11x17	\$1.05/page
B/W Plotting Bonds	\$1.02/sq.ft
Color Plotting Bonds	\$1.77/sq.ft
Scan Copy 8.5x11	\$0.60/page

Scan Copy 11x17	\$1.20/page
Telephone	1.1 times direct
Transportation/Travel	1.1 times direct
Tolls/Parking Fees	Direct cost
Lodging and Meals	1.1 times direct
Postage	1.1 times direct
USB Stick (16GB)	\$25 each
Subconsultant Work	Variable

Hourly rates and reimbursable direct expenses are reviewed annually to reflect market conditions and the cost of doing business. This allows our pricing to remain fair and competitive while maintaining the high standards of service our clients expect.

**CITY OF SANFORD/ FOREFRONT ARCHITECTURE & ENGINEERING LLC;
SOLICITATION NUMBER: RFQ 23/24-29/ARCHITECTURAL AND
ENGINEERING CONSULTING SERVICES
CCNA MASTER AGREEMENT**

THIS CCNA MASTER AGREEMENT (hereinafter the “Agreement”) is made and entered into this 25th day of September, 2024, 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, and Forefront Architecture & Engineering LLC, a Florida limited liability company, (“Forefront” throughout) whose principal corporate address is 1230 Oakley Seaver Drive, Suite 100, Clermont, Florida 34711, and whose mailing address is Post Office Box 2140, Minneola, Florida 34755. The City and Forefront 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 architectural and engineering consulting 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 Forefront 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 that Forefront 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 Forefront. 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, and within the scope of the professional service of architecture as defined in Section 481.203 (2), *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 Forefront No services have commenced prior to the execution of this Agreement that would entitle Forefront 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: (www.SanfordFL.gov or <https://sanfordfl.gov/government/finance-old/purchasing-division/>), 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. Forefront'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, Forefront 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 Forefront 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 Forefront does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

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

Section 17. Grant Program Compliance. The provisions of grants to the City from the Federal or State of Florida governments shall apply to the provision of goods and services under the provisions of this Agreement and shall prevail in the event of inconsistency when procuring goods or services as set forth relative to the requirements of the City. By way of example only, if the City were to use Federal assistance provided to the City under the *American Rescue Plan Act* ("ARPA"), the requirements imposed by the United States Department of Treasury under ARPA, Sections 602(b) and 603(b) of the *Social Security Act*, Public Law Number 117-2 (March 11, 2021) would apply to the implementation and performance of this Agreement.

Accordingly, in such a case, the mandated grant terms and conditions would fully apply to Forefront as a contractor of the City according to the City's grant award terms and conditions agreed to by the City under the grant and all implementing regulations relative to which the funding agreement requires. And, as established by the funding agency or entity of the grant, all conditions of the grant such as, by way of example only and not as a limitation, any and all provisions and requirements relating to performance conditions, cost principles and audit requirements would be applicable to Forefront.

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

Attest:

Traci Houchin
Traci Houchin (Sep 30, 2024 09:44 EDT)
Traci Houchin, MMC, FCRM
City Clerk

CITY OF SANFORD

By: Art Woodruff
Art Woodruff (Sep 25, 2024 21:33 EDT)
Art Woodruff
Mayor
Date: 09/25/2024

Approved as to form and legal sufficiency.

Lonnie N. Groot, ACA, for WLC, CA
Lonnie N. Groot, ACA, for WLC, CA (Sep 25, 2024 15:26 EDT)
William L. Colbert, City Attorney

Attest:

Chris Smith
Chris Smith, PE
Vice President of Engineering

FOREFRONT ARCHITECTURE & ENGINEERING LLC, a Florida limited liability company.

By: Lennard Davis
Lennard Davis, RA
Vice President of Architecture
Dated: 09/25/24











Forefront Architecture & Engineering, LLC- Agreement CCNA- Vendor Executed

Final Audit Report


2024-09-30


Created:	2024-09-25
By:	Steven Sheldon (steven.sheldon@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA AwgYnLqvld042ns87DzS6TOle8RtvLfzm

"Forefront Architecture & Engineering, LLC- Agreement CCNA- Vendor Executed" History

-  Document created by Steven Sheldon (steven.sheldon@sanfordfl.gov)
2024-09-25 - 5:00:18 PM GMT
-  Document emailed to lgroot@stenstrom.com for signature
2024-09-25 - 5:00:36 PM GMT
-  Email viewed by lgroot@stenstrom.com
2024-09-25 - 6:07:44 PM GMT
-  Signer lgroot@stenstrom.com entered name at signing as Lonnie N. Groot, ACA, for WLC, CA
2024-09-25 - 7:26:46 PM GMT
-  Document e-signed by Lonnie N. Groot, ACA, for WLC, CA (lgroot@stenstrom.com)
Signature Date: 2024-09-25 - 7:26:48 PM GMT - Time Source: server
-  Document emailed to art.woodruff@sanfordfl.gov for signature
2024-09-25 - 7:29:43 PM GMT
-  Email viewed by art.woodruff@sanfordfl.gov
2024-09-26 - 1:32:59 AM GMT
-  Signer art.woodruff@sanfordfl.gov entered name at signing as Art Woodruff
2024-09-26 - 1:33:18 AM GMT
-  Document e-signed by Art Woodruff (art.woodruff@sanfordfl.gov)
Signature Date: 2024-09-26 - 1:33:20 AM GMT - Time Source: server
-  Document emailed to Traci Houchin (traci.houchin@sanfordfl.gov) for signature
2024-09-26 - 1:33:22 AM GMT

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2024-09-30 - 1:43:46 PM GMT

 Document e-signed by Traci Houchin (traci.houchin@sanfordfl.gov)
Signature Date: 2024-09-30 - 1:44:03 PM GMT - Time Source: server

 Agreement completed.
2024-09-30 - 1:44:03 PM GMT



CITY OF
SANFORD
FINANCE DEPARTMENT

SECTION 00860

TASK AUTHORIZATION FORM

Task Authorization No. _____ Req # _____

Project Title Sanford City Hall Second Floor Remodel

Owner City of Sanford

Contractor: Forefront Architecture & Engineering

Agreement Date and Solicitation Number: _____

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** _____ day of _____, 20____ 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 _____

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 (150) calendar days from receipt of Purchase Order by the CONSULTANT.



TASK AUTHORIZATION

TASK 1

Description of Work: Establishing the Program is a joint goal forming phase between Forefront and the Client to establish the function of the subject building.

Contract Price: Included in task 2

Contract Time: Included in task 2

TASK 2

Description of Work: Schematic Design Phase: Schematic/concept ideas and drawings will be provided to illustrate how the building will function and appear. This is a collaborative phase with extensive communication.

Price: \$48,688.00

Time: 8 weeks (56 calendar days)

TASK 3

Description of Work: Design Development Phase: During this phase details are added, and the building concept is refined. Preliminary system engineering also starts during this period. The Schematic Design will be refined as we coordinate with MEP team and Interior Designers.

Price: \$22,896.00

Time: 6 weeks (42 calendar days)

TASK 4

Description of Work: Construction Documents Phase (to 50% completion): During the process, review drawings at 50% completion will be provided for continued oversight and review. Coordination with MEP, Fire Protection, and Low Voltage/ Security City of Sanford personnel.

Price: \$16,842.00

Time: 4 weeks (28 calendar days)



TASK 5

Description of Work: Construction Documents Phase (to 90% completion): Further development of the construction documents will occur. During the process, review drawings at 90% completion will be provided for continued oversight and review.

Price: \$16,842.00

Time: 4 weeks (28 calendar days)

TASK 6

Description of Work: Construction Documents Phase (to 100% completion): Forefront to deliver electronic signed and sealed construction documents for permitting. Any changes at this stage, regardless of scope, will be billed at standard hourly rates.

Price: \$16,842.00

Time: 4 weeks (28 calendar days)

TASK 7

Description of Work: Permitting Phase: Assist the Client in submitting the drawings to AHJ (Authority Having Jurisdiction), respond to AHJ comments, and coordinate with consultants for an approval to obtain a construction permit.

Price: \$7,632.00

Time: 4 weeks (28 calendar days) estimated time. Actual time is dependent on AHJ review time.

Total Contract Time: 210 days (estimated time to receiving building permit)

Total Contract Price: \$129,742.00

TASK AUTHORIZATION SUMMARY			
No.	Description	Contract Price	Contract Time
1	Programming/Needs Assessment	Incl. in task 2	Incl. in task 2
2	Schematic Design	\$48,688.00	56 days



3	Design Development	\$22,896.00	42 days
4	Construction Documents (50%)	\$16,842.00	28 days
5	Construction Documents (90%)	\$16,842.00	28 days
6	Construction Documents (100%)	\$16,842.00	28 days
7	Permitting	\$7,632.00	28 days
TOTAL		\$129,742.00	210 Days

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.