

**Resolution No. 2024-3249**

**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 relating to the Fire Station 40 project and the procurement of additional civil engineering services; 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, such as in the case of the Fire Station 40 project and the procurement of additional civil engineering services, 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; Fire Station 40 Project; Procurement Of Additional Civil Engineering Services; The Lunz Group.**

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" which relates and pertains to the Fire Station 40 project and the procurement of additional civil engineering services. 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; Fire Station 40.**

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 to implement the Fire Station 40 project including, but not limited to, procurement activities relating to The Lunz Group and the procurement of additional civil engineering services.

**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 including, but not limited to, any and all actions pertaining to the implementation of the Fire Station 40 project and the procurement of additional civil engineering services.

**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.

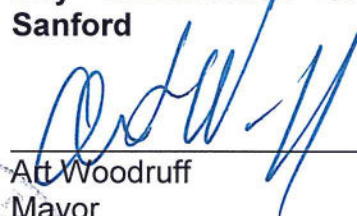
**Passed and adopted** this 10<sup>th</sup> day of June, 2024.

Attest:

**City Commission of the City of Sanford**

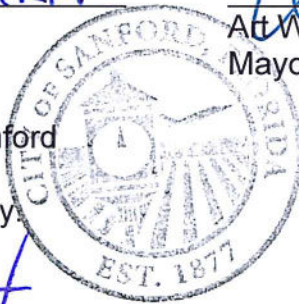


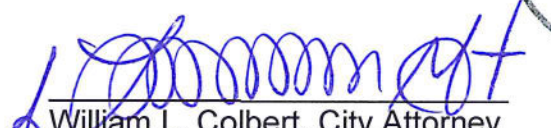
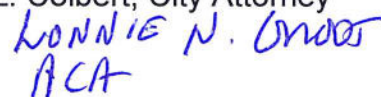
Traci Houchin, MMC, FCRM  
City Clerk



Art Woodruff  
Mayor

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



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

# ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2024  
Department: Fire

Division: Operations

6/10/2024

**CHANGES IN REVENUES**

| REVENUE ACCOUNT NUMBER           |         |        |     |           |                       | Current       | Current       | Amount of        | Adjusted   |
|----------------------------------|---------|--------|-----|-----------|-----------------------|---------------|---------------|------------------|------------|
| Fund                             | Revenue | Act Cd | Ele | Project # | Revenue Account Title | Budget        | Balance       | Change           | Unrealized |
| 323                              | 0000    | 389    | 98  | 00        | Use of Reserves       | \$ 10,553,273 | \$ 10,553,273 | \$ 93,915        | 10,647,188 |
| <b>TOTAL CHANGES IN REVENUES</b> |         |        |     |           |                       |               |               | <b>\$ 93,915</b> |            |

**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    |
| 323                                  | 3001    | 522      | 62  | 00  | FDST40    | Fire Control Buildings    | \$ 10,032,960 | 7,412            | 93,915    | 10,126,875 |
| <b>TOTAL CHANGES IN EXPENDITURES</b> |         |          |     |     |           |                           |               | <b>\$ 93,915</b> |           |            |

REASON FOR AMENDMENT: To purchase Additional Civil Engineering Services - Lunz Grp

DIRECTOR APPROVAL:  DATE: 05/29/2024  
Mark Seifarth (May 29, 2024 16:51 EDT)

FINANCE APPROVAL:  DATE: 05/29/2024  
Peter Staffieri (May 29, 2024 16:53 EDT)

CITY MANAGER APPROVAL:  DATE: 05/29/2024

CITY COMMISSION AGENDA DATE: 6/11/24 APPROVED 

**FOR FINANCE USE**

Entry Date: \_\_\_\_\_ Batch Number: \_\_\_\_\_ Document #: \_\_\_\_\_

05/29/2024

✔ Agreement completed.

2024-05-29 - 8:53:29 PM GMT



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

Task Authorization No.: 4 PO 39419  
Project Title: City of Sanford – Fire Station 40  
Contractor/Consultant/Vendor: The Lunz Group, LLC  
Agreement Date and Solicitation Number: May 28, 2023 / RFQ 22/23-07

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 Contractor/Consultant/Vendor 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 Contractor/Consultant/Vendor 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 \_\_\_\_\_

**Time for completion:** The work authorization by this Task Authorization shall be commenced upon receipt of a purchase order by the Contractor/Consultant/Vendor and shall be completed with ( 457 ) calendar days from date of the purchase order issued by the City to the Contractor/Consultant/Vendor. Each enumerated task shall be completed in accordance with the contract time schedule set forth below.



**TASK AUTHORIZATION (DESIGN OF FIRE STATION #40)**

**TASK 1 Additional Civil Engineering**

**Description of Work:**

The Lunz Group shall coordinate with the Civil Engineer to fill in the existing dry pond to accommodate the proposed fire station project and convey all the stormwater runoff generated from both the existing hangars site to the North and the proposed fire station to an existing wet pond located offsite to the North-East of the fire station site.

Services will include:

- Temporary dry pond expansion for mass grading
- Preliminary offsite stormwater conveyance design and coordination
- Final construction plans, drainage calculations and permitting
- Construction administration services

**Contract Price: \$93,915**

**Contract Time: 90 days, Concurrently with A&E Services**

**Total Contract Time: 457 days; No change**

**Total Contract Price: \$961,838**

| <b>TASK AUTHORIZATION SUMMARY</b> |                              |                       |  |
|-----------------------------------|------------------------------|-----------------------|--|
| <b>No.</b>                        | <b>Description</b>           | <b>Contract Price</b> | <b>Contract Time</b>                               |
| 1                                 | Additional Civil Engineering | \$ 93,915.00          | 90 Days  |
|                                   |                              |                       | 90 Days, Concurrently with A&E Services            |
| <b>TOTAL</b>                      |                              | <b>\$ 93,915.00</b>   | <b>90 Days, Concurrently with A&amp;E Services</b> |

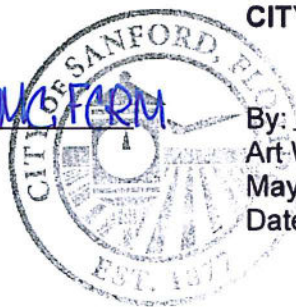


**APPROVAL OF TASK AUTHORIZATION AND ACKNOWLEDGMENTS**

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

**ATTEST:**

Traci Houchin, MMC, FCRM  
Traci Houchin, MMC, FCRM  
City Clerk



**CITY OF SANFORD**  
By: [Signature]  
Art Woodruff  
Mayor  
Date: 6-11-24

Approved as to form and legal sufficiency.

[Signature]  
William L. Colbert, City Attorney  
LONNIE N. GIBSON  
ACAT

**ATTEST:**

Lacey C. Meyer  
Lacey C. Meyer  
Print Name  
Title: COO

**The Lunz Group**  
By: [Signature]  
Craig Fennig, AIA, NCARB, LEED AP BD+C  
Print Name  
Title: Managing Director  
Dated: May 28, 2024

PURCHASE ORDER



CITY OF  
**SANFORD**  
FLORIDA

FLORIDA TAX EXEMPT  
NO.: 858012621681C-8

DATE: 06/19/23  
FACSIMILE: 407-688-5021

PO NUMBER: 039419

CHANGE #: 4

DATE CHG: 10/03/23

SUBMIT INVOICES TO:

\*\*\*\*\*

VENDOR NO.: 13195

TO:

THE LUNZ GROUP, LLC  
58 LAKE MORTON DR.  
LAKELAND, FL 33801

SHIP TO:

CITY OF SANFORD

\*\*\*\*\*

\*\*\*\*\*

| DELIVER BY  | TERMS   | F.O.B. DESTINATION<br>UNLESS OTHERWISE INDICATED | BID OR QUOTATION<br>NO. | REQUISITION NO. |                  |
|---|---|--|-------------------------|-----------------|------------------|
| 09/30/23  | NET/30  |  |                         | 70622           |                  |
| ACCOUNT NO.: 323-3001-522.62-00   |   | PROJECT NO.: FDST40                              |                         |                 |                  |
| NO DEVIATION FROM THIS PURCHASE ORDER WILL BE ALLOWED UNLESS AUTHORIZED BY THE PURCHASING MANAGER - CITY OF SANFORD |   |  |                         |                 |                  |
| ITEM NO.  | DESCRIPTION   | QUANTITY   | UNIT OF<br>ISSUE        | UNIT<br>COST    | EXTENDED<br>COST |
| 1   | *****<br>* CHANGE ORDER *<br>*****<br>DESIGN SERVICES FOR FIRE STATION<br>40<br>Conceptual Design<br>The Lunz Group shall review the<br>program and other<br>information furnished by the City<br>and shall review<br>laws, codes & regulations<br>applicable to our<br>services. The Lunz Goup shall<br>prepare a<br>preliminary evaluation of the<br>City's program,<br>schedule, project site, and other<br>initial<br>information as required. The Lunz<br>Group shall<br>submit the Concep Design Documents<br>to the City for<br>approval. Deliverables shall<br>consist of<br>Architectural conceptual site<br>plan, conceptual<br>floor plan, conceptual exterior<br>elevations, and<br>renderings. | 39060.00   | NA                      | 1.00            | 39060.00         |
| 2   | SCHEMATIC DESIGN<br>We will conduct a design charrette<br>with the key  | 80780.00   | NA                      | 1.00            | 80780.00         |

APPROVED BY:

PURCHASING AGENT

APPROVED BY:

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>

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|   | *****<br>*<br>* CHANGE ORDER *<br>*<br>*****   |  |                         |                 |                  |
| 3   | stakeholders. The goal of the meeting is to confirm scope and develop conceptual designs/confirm program. At the conclusion of the meeting, we will establish a direction for the plan and elevations. The refined plan and interior elevations will be produced and delivered to the City for approval within ten (10) business days. We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan. Deliverables for this phase may include schematic floor plans, elevations, and diagrammatic sections.<br><br>DESIGN DEVELOPMENT<br>The Design Development Documents shall illustrate and describe the development of the approved | 116000.00  | NA                      | 1.00            | 116000.00        |

APPROVED BY: \_\_\_\_\_  
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APPROVED BY: \_\_\_\_\_  
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|   | *****<br>*<br>* CHANGE ORDER *<br>*<br>*****   |  |                         |                 |                  |
| 4   | Schematic Documents and shall consists of drawings and other documents including plans, sections elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.<br><br>CONSTRUCTION DOCUMENTS<br>The Lunz Group shall prepare Construction Documents for the City's approval. The level of completion will be delivered in three (3) phases | 246160.00  | NA                      | 1.00            | 246160.00        |

APPROVED BY: \_\_\_\_\_  
PURCHASING AGENT

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|   | *****<br>* CHANGE ORDER *<br>*<br>*****<br><br>at 75% complete City Approval, 90% complete for bidding, and 100% complete for construction. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawing and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work. |  |                         |                 |                  |
| 5   | BIDDING/NEGOTIATIONS<br>The Lunz Group shall assist the Owner in bidding by facilitating the distribution of Bidding Documents to prospective bidders, organize and conduct pre-bid meetings, prepare responses to questions from bidders and provide clarification   | 18000.00   | NA                      | 1.00            | 18000.00         |

APPROVED BY: \_\_\_\_\_  
PURCHASING AGENT

APPROVED BY: \_\_\_\_\_  
CITY MANAGER

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|   | *****<br>*<br>* CHANGE ORDER *<br>*<br>*****   |  |                         |                 |                  |
|   | as needed, and organize the bid opening for the Owner. After the bidding process, The Lunz Group will assist the Owner in negotiations including interviewing, preparing response to questions, providing clarification of the proposal documents, and participating in negotiations with the prospective contractor.  |  |                         |                 |                  |
| 6   | CONSTRUCTION ADMINISTRATION<br>The Lunz Group will review Shop Drawings and Product Data submitted by the Construction Manager within ten (10) business days and also will provide four construction reviews. The Lunz Group will respond to Requests for Information within five (5) business days. Additional Construction Administration, if needed, will be provided on an | 80000.00   | NA                      | 1.00            | 80000.00         |

APPROVED BY: \_\_\_\_\_  
PURCHASING AGENT

APPROVED BY: \_\_\_\_\_  
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| 7   | hourly basis based on Owner's request. Hours will be billed per the rate schedule attached.<br>(This is an estimated timeframe based on past experience. Only the GC can determine and control the schedule, therefore, this timeframe may be modified.)<br>CIVIL ENGINEERING SERVICES<br>1. Preparation of three alternative preliminary site plans based on the Feasibility Study.<br>2. Determine pond size to finalize the site plan.<br>3. Contact utility companies regarding connection points.<br>4. Revise and refine preliminary plans per County comments.<br>5. Contact Seminole County Traffic regarding signal configuration and ITS locations. | 229031.00  | NA                      | 1.00            | 229031.00        |

APPROVED BY: \_\_\_\_\_  
PURCHASING AGENT

APPROVED BY: \_\_\_\_\_  
CITY MANAGER

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|   | <p>*****<br/>*<br/>* CHANGE ORDER *<br/>*<br/>*****</p> <p>Final Engineering:<br/>1. Preparation of final site plans with all geometry, building setbacks, utility locations, roadway right-of-way, existing and proposed easements, and proposed hardscape features.<br/>2. Preparation of grading and drainage plans for the site with detail sheets.<br/>3. Preparation of utility plans and details for coordination with the water and sewer utility providers. Meet with utility companies as needed to ensure proper coordination. It is assumed that adequate utility services shall be located adjacent to the selected site, this proposal does not include the extension of any off-site utilities to the development if required. The</p> |  |                         |                 |                  |

APPROVED BY: \_\_\_\_\_  
PURCHASING AGENT

APPROVED BY: \_\_\_\_\_  
CITY MANAGER

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PURCHASE ORDER



CITY OF  
**SANFORD**  
FLORIDA

DATE: 06/19/23  
FACSIMILE: 407-688-5021

FLORIDA TAX EXEMPT  
NO.: 858012621681C-8

PO NUMBER: 039419

CHANGE #: 4

DATE CHG: 10/03/23

SUBMIT INVOICES TO:

\*\*\*\*\*

VENDOR NO.: 13195

TO:

THE LUNZ GROUP, LLC  
58 LAKE MORTON DR.  
LAKELAND, FL 33801

SHIP TO:

CITY OF SANFORD

\*\*\*\*\*

\*\*\*\*\*

| DELIVER BY  | TERMS   | F.O.B. DESTINATION<br>UNLESS OTHERWISE INDICATED | BID OR QUOTATION<br>NO. | REQUISITION NO. |                  |
|---|---|--|-------------------------|-----------------|------------------|
| 09/30/23  | NET/30  |  |                         | 70622           |                  |
| ACCOUNT NO.: 323-3001-522.62-00   |   | PROJECT NO.: FDST40                              |                         |                 |                  |
| NO DEVIATION FROM THIS PURCHASE ORDER WILL BE ALLOWED UNLESS AUTHORIZED BY THE PURCHASING MANAGER - CITY OF SANFORD |   |  |                         |                 |                  |
| ITEM NO.  | DESCRIPTION   | QUANTITY   | UNIT OF<br>ISSUE        | UNIT<br>COST    | EXTENDED<br>COST |
|   | *****<br>* CHANGE ORDER *<br>* *<br>*****<br><br>sanitary sewer system will be served by a new private lift station.<br>4. Provide the stormwater system design, including onsite pond design, along with the required details, cross sections, and a stormwater pollution prevention plan.<br>5. Perform hydraulic calculations for water service and fire protection.<br>6. Prepare and submit plans with required permit applications.<br>7. Prepare and submit an Environmental Resource Permit Application to the appropriate Water Management District and coordinate with the environmental engineer as needed. An onsite pond will be required as part of the development.<br>8. Prepare and submit FDEP Permit Applications for water and sewer facilities. This |  |                         |                 |                  |

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PURCHASING AGENT

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PURCHASE ORDER



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|   | <p>*****<br/>* CHANGE ORDER *<br/>*****</p> <p>will require coordination and approval by the AHJ, not including application fees.<br/>9. Bidding Services to include answering contractor questions and issuance of addenda, if required.<br/>10. Provide Construction Administration Services including shop drawing review, two (2) site visits, respond to contractor questions, as-built documentation for site issues, FDEP water and sewer clearances and certification for stormwater permitting.</p> <p>Emergency Traffic Signal Design:</p> <p>3. Connect ITS to a signal that is currently under design at Street A and Avalon.</p> |  |                         |                 |                  |

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FLORIDA

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|   | <p>*****<br/>* CHANGE ORDER *<br/>*****</p> <p>Connection to a further signal is not included. Details 1, 2 &amp; 4 removed per dept. -CK 10/17/23</p> <p>Aviation Services:<br/>1. Review The proposed structure in relation to the Part 77 surfaces for any height restrictions.<br/>2. Review the constructability of the building and proposed crane heights in relation to the Part 77 surfaces for any height restrictions.<br/>3. File Form 7460 with FAA related to the permanent building heights, light poles and any other structure on the property.<br/>4. File Form 7460 for the temporary cranes poles, and any other structure on the property.<br/>Civil Engineering Services will be performed concurrently with A&amp;E services and</p> |  |                         |                 |                  |

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|   | *****<br>*<br>* CHANGE ORDER *<br>*<br>*****  |  |                         |                 |                  |
|   | not<br>consecutively.   |  |                         |                 |                  |
|   | RFQ 22/23-07 Task Authorization<br>No. 1<br>Site and Engineering Survey<br>Services:<br>Subservice Utility Engineering<br>(SUE) Services<br>Geotechnical Site Services                                |  |                         |                 |                  |
| 8   | CIVIL ENGINEERING SERVICES<br>FDST40<br>RFQ 22/23-207 Task Authorization<br>No. 2<br>Site and Environmental Survey<br>Services<br>(SUE) Subsurface Utility Allowance<br>Geotechnical Site Allowance   | 23892.00   | NA                      | 1.00            | 23892.00         |
| 9   | INTERIOR DESIGN SERVICES. PR<br>71206<br>CONCEPTUAL DESIGN<br>DESIGN DEVELOPMENT DOCUMENTS<br>CONSTRUCTION DESIGN<br><br>Per RFQ 22/23-07 Task<br>Authorization No. 3<br>for Interior Design Services | 35000.00   | NA                      | 1.00            | 35000.00         |

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PURCHASING AGENT

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|   | *****<br>*<br>* CHANGE ORDER *<br>*<br>*****  |  |                         |                 |                  |
|   | CC APPROVED NOVEMBER 13, 2023<br>RESOLUTION NO. 3177<br>TA FORM INCLUDED<br>PO WAS MEANT TO BE A INCREASE NOT<br>A NEW PO. CK |  |                         |                 |                  |
|   |   |  |                         | SUB-TOTAL       | 867923.00        |
|   |   |  |                         | TOTAL           | 867923.00        |

APPROVED BY: \_\_\_\_\_  
PURCHASING AGENT

APPROVED BY: \_\_\_\_\_  
CITY MANAGER

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## PURCHASE ORDER TERMS AND CONDITIONS

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, which ever 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



**CITY COMMISSION MEMORANDUM 24-157**  
**JUNE 10, 2024 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Ronnie McNeil, Fire Chief, CFO  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., ICMA-CM, City Manager  
**SUBJECT:** Approval of Resolution No. 2024-3249; Station 40 Additional Civil Engineering Services

**STRATEGIC PRIORITIES:**

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

**SYNOPSIS:**

Approval of Resolution No. 2024-3249, to amend the budget in the amount of \$93,915, to increase purchase order #39419 to The Lunz Group, making the new total \$961,838, for additional civil engineering services is requested.

**FISCAL/STAFFING STATEMENT:**

Funding in the amount of \$93,915 is being requested from Reserves for Fire Station 40 additional civil engineering services at a proposed cost of \$93,915. The new total contract price proposed is \$961,838.

**BACKGROUND:**

The Lunz Group has submitted RFQ 22/23-07 ST40 Task Authorization No. 4 for additional civil engineering services. The additional civil engineering services are to be completed concurrently with Architect and Engineering which include filling in the existing dry pond to accommodate the proposed fire station project and convey all the stormwater runoff generated from both the existing hangars site to the North and the proposed fire station to an existing wet pond located offsite to the North-East of the fire station site.

Services will include:

- Temporary dry pond expansion for mass grading
- Preliminary offsite stormwater conveyance design and coordination
- Final construction plans, drainage calculations and permitting
- Construction administration services

**LEGAL REVIEW:**

The Assistant City Attorney has assisted with this matter and has no legal objection.

**RECOMMENDATION:**

City Staff recommends that the City Commission approve Resolution No. 2024-3249, to amend the budget to increase purchase order #39419 for ST40 additional civil engineering services in the amount of \$93,915 to The Lunz Group.

**SUGGESTED MOTION:**

“I move to approve Resolution No. 2024-3249, to amend the budget to increase purchase order #39419 for ST40 additional civil engineering services in the amount of \$93,915 to The Lunz Group.”

Attachments: Budget Amendment Resolution No. 2024-3249  
RFQ 22/23-07 Task Authorization No. 4  
Purchase Order #39419