



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL WORKSHOP AGENDA

Tuesday, April 15, 2025, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

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Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

### I. CALL TO ORDER

### II. CITIZEN PARTICIPATION (Three minutes strictly enforced)

### III. COUNCIL DISCUSSION

1. Discussion of the Piggyback Continuing Service Agreement for Professional Architectural Services with Rhodes and Brito Architects, Inc. (**Public Works**)
2. Discussion of Use of Eatonville American Rescue Plan Act (ARPA) Funds for Utilities Equipment Purchase (**Public Works**)

### IV. ADJOURNMENT

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#### **\*\*PUBLIC NOTICE\*\***

*This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26*



**HISTORIC TOWN OF EATONVILLE,  
FLORIDA**

**TOWN COUNCIL WORKSHOP**

**APRIL 15, 2025, AT 6:30 PM**

**Cover Sheet**

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Discussion of the Piggyback Continuing Service Agreement for Professional Architectural Services with Rhodes and Brito Architects, Inc. **(Public Works)**

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> PUBLIC WORKS
<b>INTRODUCTIONS</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>• City of Orlando/Rhodes Brito Architects, Inc Continuing Service Contract</li><li>• Cover Letter from Rhodes and Brito Architects, Inc.</li></ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DISCUSSION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** Discussion about the Piggyback Continuing Architectural Services Agreement with Rhodes and Brito Architects, Inc.

**SUMMARY:** In support of the upcoming capital improvements projects, the Public Works Department would like to engage Rhodes Brito and Associates Architects for the upcoming continuing architectural services. This would be to provide oversight, design and community engagement support for upcoming projects.

**RECOMMENDATION:** Recommend that the Town Council discuss the Piggyback Continuing Architectural Services Agreement with Rhodes and Brito Architects, Inc.

**FISCAL & EFFICIENCY DATA:** N/A

**CONTINUING PROFESSIONAL CONSULTING AGREEMENT**  
**BETWEEN**  
**CITY OF ORLANDO, FLORIDA**  
**AND**  
**RHODES & BRITO ARCHITECTS, INC d/b/a RHODES+BRITO ARCHITECTS**

Initial Term: 3/15/25 to 3/14/27  
Renewal Option: 3/15/27 to 3/14/28

TABLE OF CONTENTS

CONTINUING PROFESSIONAL CONSULTING AGREEMENT

	Page No.
SECTION 1 - BASIC SERVICES OF CONSULTANT .....	1
1.1 GENERAL.....	1
1.2 STUDY AND REPORT PHASE.....	2
1.3 PRELIMINARY DESIGN PHASE. ....	2
1.4 FINAL DESIGN PHASE. ....	3
1.5 BIDDING OR NEGOTIATING PHASE.....	4
1.6 CONSTRUCTION PHASE.....	4
1.6.1 General.....	4
1.6.2 Pre-Construction Meeting.....	4
1.6.3 Work in Progress.....	4
1.6.4 Defective Work.....	5
1.6.5 Shop Drawings.....	5
1.6.6 Interpretations and Clarifications.....	6
1.6.7 Substitutes.....	6
1.6.8 Inspections and Tests.....	6
1.6.9 Applications for Payment.....	6
1.6.10 Review Record Drawings.....	7
1.6.11 Track Progress of Contractor.....	7
1.6.12 Minimize Claims.....	7
1.6.13 Resolve Construction-Related Operational Difficulties.....	7
1.6.14 Contractor(s) Completion Documents.....	7
1.6.15 Inspections.....	8
1.6.16 Limitation of Responsibilities.....	8
1.6.17 Subcontractors and Subconsultants.....	8
SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT .....	8
2.1 GENERAL.....	8
SECTION 3 - CITY'S RESPONSIBILITIES .....	11
3.1 REQUIREMENTS FOR THE PROJECT.....	11
3.2 INFORMATION PERTINENT TO THE PROJECT.....	11
3.3 ACCESS TO PROPERTY.....	11
3.4 EXAMINATION.....	11
3.5 APPROVALS AND PERMITS.....	11
3.6 OTHER PROFESSIONAL SERVICES.....	11
3.7 CITY PROJECT MANAGER.....	12
3.8 NOTICE AND EXTENSION OF TERM.....	12
3.9 CITY'S CONSTRUCTION MANAGEMENT.....	12
3.10 ADDITIONAL SERVICES.....	13
3.11 INCIDENTAL COSTS.....	13
SECTION 4 - PERIOD OF SERVICE .....	13

4.1 CONTINUING CONTRACT.....13

4.2 SERVICES AUTHORIZATION.....13

SECTION 5 - PAYMENTS TO CONSULTANT.....13

5.1 GENERAL.....13

5.2 METHODS OF COMPENSATION. ....13

5.2.1 Wage Cost Multiplier.....14

5.2.2 Lump Sum.....15

5.3 REIMBURSABLE EXPENSES.....15

5.4 PAYMENTS BY OWNER.....15

5.5 RECORDS.....15

5.6 LATE PAYMENT. ....16

5.7 OVERTIME.....16

5.8 SCOPE, COST AND FEE ADJUSTMENT.....16

5.8.1 General.....16

5.8.2 Scope Reduction. ....16

5.8.3 Scope Suspension.....16

5.9 SALES TAX. ....17

5.10 PAYMENT WITHHELD.....17

5.11 TERMINATION.....17

5.12 FINAL PAYMENT. ....17

5.13 LIVING WAGE.....18

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST.....18

6.1 CONSULTANT'S CONSTRUCTION COST, GENERAL.....18

6.2 CONSULTANT'S ESTIMATE OF PROBABLE CONSTRUCTION COST. ....18

6.2.1 General.....18

6.2.2 Construction Cost.....19

SECTION 7 - SETTLEMENT OF CLAIMS .....19

SECTION 8 - TERMINATION.....19

8.1 GENERAL.....19

8.2 FAILURE TO PERFORM. ....20

8.3 TERMINATION FOR CONVENIENCE. ....20

8.4 PAYMENT UPON TERMINATION. ....20

8.5 DELIVERY OF MATERIALS UPON TERMINATION.....20

SECTION 9 – [RESERVED] .....21

SECTION 10 - MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY .....21

10.1 GENERAL.....21

SECTION 11 - NOTICES .....21

SECTION 12 - CONFLICTS OF INTEREST.....22

SECTION 13 - WAIVER OF CLAIM .....22

SECTION 14 – CITY REPRESENTATIVE.....22

SECTION 15 - CONSULTANT'S PROJECT TEAM .....23

SECTION 16 - INDEMNIFICATION AND INSURANCE.....23

<b>16.1 INDEMNIFICATION AND REPAIR OF DAMAGE.</b>	23
16.1.1 <u>Consultant’s Indemnification of City.</u>	23
<b>16.2 INSURANCE.</b>	23
16.2.1 <u>General.</u>	23
16.2.2 <u>Certificates of Insurance.</u>	24
16.2.3. <u>Additional Insureds.</u>	24
16.2.4 <u>Waiver of Subrogation.</u>	24
16.2.5 <u>Types of Coverage to be Provided.</u>	24
16.2.5.1 <u>Workers’ Compensation and Employer’s Liability.</u>	24
16.2.5.2 <u>Comprehensive Automobile Liability.</u>	25
16.2.5.3 <u>Commercial General Liability.</u>	25
16.2.6 <u>City’s Right to Inspect Policies.</u>	25
<b>SECTION 17 - MISCELLANEOUS PROVISIONS</b>	25
<b>17.1 NON-EXCLUSIVE CONTRACT.</b>	25
<b>17.2 LOCAL, STATE AND FEDERAL OBLIGATIONS.</b>	26
17.2.1 <u>Discrimination.</u>	26
17.2.2 <u>Compliance with Law.</u>	26
17.2.3 <u>Licenses.</u>	26
17.2.4 <u>Compliance With New Regulations.</u>	26
17.2.5 <u>License Fee and Royalties.</u>	27
<b>17.3 CONSULTANT NOT AGENT OF CITY.</b>	27
<b>17.4 SUBCONSULTANTS.</b>	27
17.4.1 <u>General.</u>	27
17.4.2 <u>Work Outside Scope and Time of Payment.</u>	27
17.4.3 <u>Subconsultant Contracts.</u>	28
<b>17.5 ASSIGNMENT AND DELEGATION.</b>	28
<b>17.6 AUDITS.</b>	28
17.6.1 <u>Periodic Auditing of Consultant's Books.</u>	28
17.6.2 <u>Overcharge.</u>	28
<b>17.7 TRUTH IN NEGOTIATIONS.</b>	28
<b>17.8 ENTIRE AGREEMENT.</b>	29
<b>17.9 AMENDMENT.</b>	29
<b>17.10 VALIDITY.</b>	29
<b>17.11 HEADINGS.</b>	29
<b>17.12 TIMELINESS.</b>	29
<b>17.13 PUBLIC ENTITY CRIME.</b>	29
<b>17.14 FORCE MAJEURE.</b>	29
<b>17.15 RIGHTS CUMULATIVE; NO WAIVER.</b>	30
<b>17.16 VENUE.</b>	30
<b>17.17 MBE/WBE PARTICIPATION.</b>	30
<b>17.18 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.</b>	31
<b>17.19 EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM.</b>	32
<b>17.20 LIMITATION OF INDIVIDUAL LIABILITY.</b>	32
<b>17.21 HUMAN TRAFFICKING AFFIDAVIT.</b>	32
<b>17.22 ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT.</b>	32

## CONTINUING PROFESSIONAL CONSULTING AGREEMENT

*THIS AGREEMENT* (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida (CITY), and **Rhodes & Brito Architects, Inc. d/b/a Rhodes+Brito Architects**, a Florida corporation. (CONSULTANT).

*WHEREAS*, the CITY shall have the option to use the CONSULTANT's professional architectural services (Services), as further described below, for a variety of City projects as may be assigned by the City (Project(s)); and

WHEREAS, the CONSULTANT is willing and able to perform the Services for the CITY on the terms and conditions hereinafter set forth;

*NOW, THEREFORE*, in consideration of the premises and mutual covenants given one to the other, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1 General.

1.1.1 The CONSULTANT shall provide SERVICES for the CITY in all phases of a Project to which this Contract applies as hereinafter provided. These Services shall include serving as the CITY's professional architectural representative for Projects, providing professional architectural services consultation and advice, and by itself or with Subconsultants furnishing customary civil, architectural, structural, mechanical, environmental, transportation, stormwater, irrigation, landscaping, and electrical engineering services, and other related services as may be appropriate. The CONSULTANT shall perform any and all Project Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of its profession.

1.1.2 The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services by means of a Services Authorization under the terms of this Contract. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the provisions of Sections 1 and 2 of this Contract which are applicable, and (5) the Deliverables, if any (which are the items to be provided to the CITY as a result of the Services).

1.1.3 The CITY does not guarantee, warrant, or represent that any number or any particular type of Project will be assigned to the CONSULTANT under the terms of this Contract. Furthermore, the purpose of this Contract is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT. Assignments will be in accordance with any dollar limitations contained in Section 287.055 of the Florida Statutes, as may be amended from time to time, related to the use of continuing professional services contracts.

## **1.2 Study and Report Phase.**

During the Study and Report Phase, the CONSULTANT shall, if requested by the CITY and accepted by the CONSULTANT as part of a Services Authorization:

1.2.1 Consult with the CITY to clarify and define the CITY's requirements for the Project, and to review available data.

1.2.2 Advise the CITY as to the necessity of the CITY's providing (or obtaining from others) data or services of the types described in Subsections 3.2 and 3.3, and assist the CITY in obtaining such data and services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project, participate in consultations with such authorities, and, where applicable, prepare grant-funding documents and applications.

1.2.4 Provide analyses of the CITY's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5 Provide a general economic analysis of the CITY's requirements applicable to various alternatives.

1.2.6 Prepare a Report or feasibility study containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to the CITY and setting forth the CONSULTANT's findings and recommendations. This Report will be accompanied by the CONSULTANT's cost estimate for the Project, including the following, which shall be separately itemized: construction costs, allowance for consulting costs and contingencies, and (on the basis of information furnished by others) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, legal fees, project management fees, for interest and financing charges and for other Services identified as pertinent to the Project. The total cost of all such costs, expenses, etc. are hereinafter called "Total Project Costs."

1.2.7 Furnish the number of copies as identified in the applicable Services Authorization of the Study and Report documents and review them in person with the CITY.

## **1.3 Preliminary Design Phase.**

During the Preliminary Design Phase, the CONSULTANT shall, if requested by the CITY and accepted by the CONSULTANT as part of a Services Authorization:

1.3.1 Make a personal examination of the proposed Project site, and, as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the Project, or the Project as a whole. The CONSULTANT shall promptly report any adverse site conditions to the CITY.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.



1.3.3 Provide Services to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CITY or others to the CONSULTANT. Such verification Services shall be set forth in the applicable Services Authorization.

1.3.4 Advise the CITY if additional data or Services are necessary for preliminary design, and assist the CITY in obtaining such data and Services.

1.3.5 Based on the information contained in the preliminary design documents, submit a revised Total Project Cost estimate to the CITY.

1.3.6 Furnish the number of copies identified in the Services Authorization of the above Preliminary Design documents, and present and review them in person with the CITY.

#### **1.4 Final Design Phase.**

During the Final Design Phase, the CONSULTANT shall, if requested by the CITY and accepted by the CONSULTANT as part of a Services Authorization:

1.4.1 On the basis of the accepted Preliminary Design documents and the Total Project Cost estimate, prepare for incorporation in the Construction Contract Documents final drawings (Drawings) to show the general scope, extent and character of the work to be furnished and performed by the Project Contractor(s), and specifications (Specifications) (which will be prepared in conformity with the format prescribed by the Construction Specifications Institute).

1.4.2 Prepare and furnish to the CITY such documents and design data as may be required by the CITY, so that the CITY may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project. The CONSULTANT shall also assist the CITY in obtaining such approvals by submitting, participating and/or leading in negotiations with appropriate authorities, and the Services Authorization shall define the CONSULTANT's role in this regard.

1.4.3 In conjunction with furnishing the related drawings and specifications to the CITY, advise the CITY promptly, in writing, at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) completion stages of any Project, of the estimated Project construction cost.

1.4.4 Advise the CITY of any significant adjustments to the latest Total Project Cost estimate caused by changes in Project extent or design requirements or by variations in construction costs and furnish a revised Total Project Cost estimate based on the latest drawings and specifications.

1.4.5 Prepare for review and approval by the CITY, Invitations For Bid, Bid Forms (where appropriate), Supplementary Conditions and assist in the preparation of other related documents.

1.4.6 Furnish number of copies as identified in the Services Authorization of the drawings and specifications and present and review them in person with the CITY.

## 1.5 Bidding or Negotiating Phase.

During the Bidding and Negotiation Phase, the CONSULTANT shall, if requested by the CITY and accepted by the CONSULTANT as part of a Services Authorization:

1.5.1 Assist the CITY in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable Services Authorization, attend pre-bid conferences.

1.5.2 Issue addenda as appropriate to interpret, clarify or expand the bidding documents or in response to written questions received during the Bid Phase.

1.5.3 Consult with and advise the CITY as to the acceptability of the prime Contractor as well as subcontractors, suppliers and other persons and organizations proposed by the prime Contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents.

1.5.4 Consult with the CITY concerning, and determine the acceptability of, substitute materials and equipment proposed by the Contractor(s) when substitution is allowed by the bidding documents.

1.5.5 Assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

## 1.6 Construction Phase.

During the Construction Phase, the CONSULTANT shall, if requested by the CITY and accepted by the CONSULTANT as part of a Services Authorization:

### 1.6.1 General.

Consult with and advise the CITY and act as its representative as provided in the CITY's Standard Construction Contract Documents (Construction Contract Documents). The CITY shall have sole discretion as to the form of these contract documents, or as how they are to be amended pursuant to any Project, or as how they may otherwise be amended from time to time.

### 1.6.2 Pre-Construction Meeting.

Prepare for and attend a pre-construction meeting conducted by the CITY with representatives of the Contractor(s), subcontractor(s), utility companies, etc., for each Project, as determined necessary by the CITY.

### 1.6.3 Work in Progress.

In connection with observations of the work of Contractor(s) while it is in progress:

1.6.3.1 The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary, and in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, the CONSULTANT may provide, if requested by the CITY in a Services Authorization, the services of a Construction Manager and/or Field Representative (and assistants as agreed) at the site to assist the CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, the CONSULTANT shall determine in

general if such work is proceeding in accordance with the Construction Contract Documents, drawings and specifications, and the CONSULTANT shall inform the CITY on the progress of the work.

1.6.3.2 If authorized in the Services Authorization, the Construction Manager and/or Field Representative (and any assistants) will be the CONSULTANT's agent or employee and under the CONSULTANT's supervision. The duties and responsibilities of the Construction Manager and/or Field Representative (and assistants) are set forth in the Construction Contract Documents, or as may otherwise be agreed in a Services Authorization. Daily Reports generated by the Construction Manager and/or Field Representative(s) shall be in a form acceptable to the CITY, and shall be submitted to the CITY on a weekly basis throughout the construction phase of the Project (from Notice to Proceed through Final Acceptance of the work).

1.6.3.3 The purpose of the CONSULTANT's visits to and representation by the Construction Manager and/or Field Representative (and assistants, if any) at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by the CONSULTANT during the Construction Phase, and, in addition, by exercise of the CONSULTANT's efforts as an experienced and qualified design professional, to provide confidence for the CITY that the completed work of the Contractor(s) will conform to the Construction Contract Documents, drawings and specifications and that the integrity of the design concept as reflected in the aforesaid documents has been implemented and preserved by the Contractor(s). The CONSULTANT shall not, however, during such visits or as a result of such observations of the Contractor(s)' work in progress, supervise, direct or have control over the Contractor(s)' work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the work of the Contractor(s), or for any failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor(s)' furnishing and performing their work. Accordingly, the CONSULTANT can neither guarantee the performance of the construction contract by the Contractor(s), nor assume responsibility for the Contractor(s)' failure to furnish and perform their work in accordance with the Construction Contract Documents, drawings and specifications.

#### 1.6.4 Defective Work.

During such visits and on the basis of such observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may disapprove of or reject the Contractor(s)' work while it is in progress if the CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Construction Contract Documents, drawings and specifications or that it will prejudice the integrity of the design concept of the Project as reflected in the Construction Contract Documents, drawings and specifications. The CONSULTANT shall advise the CITY in a timely manner of defect(s) in the Contractor's or Subcontractor's work, and of the action taken to have the defect(s) corrected.

#### 1.6.5 Shop Drawings.

The CONSULTANT agrees that all Shop Drawings shall be stamped (or otherwise labeled) with one of the following notations and language:

APPROVED	<input type="checkbox"/>
APPROVED AS CORRECTED	<input type="checkbox"/>
REVISE AND RESUBMIT	<input type="checkbox"/>
NOT APPROVED	<input type="checkbox"/>

Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades."

Furthermore, the CONSULTANT agrees that it shall devise a separate tracking system for Shop drawings previously disapproved, or for which corrections, modifications, or changes are necessary. The tracking system shall be both timely and efficient, and shall account for the status and party responsible to correct all previously submitted Shop Drawings until their complete approval and acceptance. The tracking system shall include, but not be limited to, the following CONSULTANT activities: subsequent to any Contractor's being ordered to start construction work, the CONSULTANT shall transmit to the CITY, if required by Services Authorization and at such frequency as defined therein, a list of Shop Drawings anticipated for such construction contract, the names of Shop Drawings, their due dates (in accordance with Shop Drawing schedules submitted by the Contractor(s)) required from the Contractor(s); their dates of issue, receipt, checking, return for correction, resubmission, and approval; and any information that will clearly provide the CITY with the progress of Project Shop Drawings; provided, however, that in any event all Shop Drawings that have been submitted to the CONSULTANT (whether for approval or reapproval) shall be reviewed and returned by the CONSULTANT within twenty (20) days of submission.

1.6.6 Interpretations and Clarifications.

The CONSULTANT shall issue necessary interpretations and clarifications of the drawings and specifications and in connection therewith prepare work directive changes and change orders as required. In addition, the CONSULTANT shall respond, in writing, to all "Requests for Information" (RFI). All RFIs and responses thereto shall be submitted to the CITY.

1.6.7 Substitutes.

The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s).

1.6.8 Inspections and Tests.

The CONSULTANT shall have authority, as the CITY's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders and terms of the drawings and specifications (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the drawings and specifications) and, in addition, the CONSULTANT shall have authority, as the CITY's representative, to act as initial interpreter of the requirements of the drawings and specifications.

1.6.9 Applications for Payment.

Based on the CONSULTANT's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, the CONSULTANT

shall determine the amounts owing to the Contractor(s) and recommend in writing payments to the Contractor(s) in such amounts: such recommendations of payment will constitute a representation to the CITY, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Construction Contract Documents, drawings and specifications (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due to the Contractor(s); but by recommending any payment, the CONSULTANT will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by the CONSULTANT to check the quality or quantity of the work or impose on the CONSULTANT responsibility to supervise, direct, or control such work, or for the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto, or that the CONSULTANT has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to the CITY free and clear of any lien, claims, security interests or encumbrances, or that the Contractor(s) have completed their work exactly in accordance with the Contract Documents, drawings and specifications.

#### 1.6.10 Review Record Drawings.

If providing Construction Manager and/or Field Representative Services, the CONSULTANT shall periodically review the Record Drawings as prepared by the Contractor(s) and verify the accuracy and completeness thereof prior to recommendation to the CITY of the release of progress payments for the work in question.

#### 1.6.11 Track Progress of Contractor.

If providing Construction Manager and/or Field Representative Services, the CONSULTANT shall track the progress of the Contractor(s) and submit a written report to the CITY, at the 30%, 60% and 90% stages of the construction (as identified by the Contractor(s) original approved schedule) or as defined in the Services Authorization, documenting the progress of the Contractor relative to the original approved Schedule.

#### 1.6.12 Minimize Claims.

The CONSULTANT shall endeavor to minimize the potential areas for Contractor claims by initiating timely, thorough, and complete communication among the CITY and the design and construction contract principals; other local, state, or federal parties (when directed by the CITY); or private entities that may also be involved. Upon identification of a potential Contractor claim, the CONSULTANT shall immediately notify the CITY of all data relevant to the potential Contractor claims, and of which the CONSULTANT is aware.

#### 1.6.13 Resolve Construction-Related Operational Difficulties.

The CONSULTANT shall report to the CITY the status of all significant construction-related system operational and system quality concerns, as well as the actions taken by the CONSULTANT to encourage effective communication and timely resolution thereof. Once a problem area is identified, the CONSULTANT shall keep a detailed log on the item in question, and pursue the timely resolution of that item.

#### 1.6.14 Contractor(s) Completion Documents.

The CONSULTANT shall receive and review maintenance operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Contractor(s)

in accordance with the Construction Contract Documents (but such review will only be to determine that their content complies with the requirements of, and, in the case of certificates of inspection, tests, and approvals, the results certified will indicate compliance with the Construction Contract Documents, drawings and specifications); and shall transmit them to the CITY with written comments.

#### 1.6.15 Inspections.

The CONSULTANT shall conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general accordance with the Construction Contract Documents, drawings and specifications, so that the CONSULTANT may recommend, in writing, final payment to each Contractor, and may give written notice to the CITY and the Contractor(s), that the work is acceptable (subject to any conditions, therein expressed). In addition, the CONSULTANT shall conduct a warranty inspection and report to the CITY, in writing, the results of the inspection, including any warranty related defects identified.

#### 1.6.16 Limitation of Responsibilities.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except the CONSULTANT's own Subconsultants, employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; provided, however, that nothing contained in Subsections 1.6.1 through 1.6.15, inclusive, shall be construed to release the CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by the CONSULTANT.

#### 1.6.17 Subcontractors and Subconsultants.

In performing the Services and to see them to a timely, efficient, and cost-effective completion, the CONSULTANT shall have the right to employ other firms, consultants, contractors, subcontractors, and so forth (Subconsultants). While the CITY shall make no demand that the CONSULTANT hire any particular Subconsultant for any specific Project, by acquiescing to or accepting a Subconsultant hired by the CONSULTANT, the CITY does not guarantee or warrant the reliability or effectiveness of that entity's services.

## SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

### 2.1 General.

The CITY may, at its sole discretion, provide the CONSULTANT with a Services Authorization to furnish or obtain (from others) Additional Services of the following types which are not considered normal or customary Basic Services, as described above. These additional services may include, but are not limited to, the following:

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services resulting from significant changes in the previously approved extent of the Project or its design including, but not limited to, changes in size, complexity, the CITY's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents

or Construction Contract Documents when such revisions are due to causes beyond the CONSULTANT's control.

2.1.3 Providing measured drawings, renderings or models for the CITY's or the CONSULTANT's use.

2.1.4 Preparing documents for alternate bids requested by the CITY for the Contractor(s)' work, or documents for out-of-sequence work.

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; value engineering during the course of design; cash flow and economic evaluations not envisioned in a preliminary consulting report; rate schedules and appraisals; assistance in obtaining financing for the Project; processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the CITY.

2.1.6 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, environmental, architectural, transportation, stormwater, irrigation, landscaping, and electrical engineering); and for providing data or services beyond those described as Basic Services, herein.

2.1.7 Services resulting from the award of more than a separate prime contract for construction, materials, equipment or services for the Project, and services resulting from the arranging for performance by persons (other than the prime Contractors) of services for the CITY and administering the CITY's contracts for such services.

2.1.8 Services during out-of-town travel required of the CONSULTANT, other than visits to the site or the CITY's office which are necessary for the performance of Basic Services.

2.1.9 Providing any type of field surveys for design purposes and engineering surveys and staking to enable the Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10 Where applicable, and with approval of the CITY, preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.11 Preparing to serve (or serving) as a consultant or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations included as part of Basic Services).

2.1.12 Services in connection with change orders to reflect changes requested by the CITY, and making revisions to drawings and specifications occasioned thereby.

2.1.13 Preparing for the CITY, on request, a set of reproducible record prints of signed and sealed drawings showing those changes made during the construction process. Such prints shall be based on the marked-up prints, drawings and other data furnished by the Contractor(s) to the CONSULTANT and which the CONSULTANT considered significant (Record Drawings). The CITY may, at its reasonable discretion, request copies of the Record Drawings in either electronic or physical format. If requested in electronic format, CONSULTANT shall deliver, either electronically or via physical digital storage media, a copy of the Record Drawings, in an electronic file format ordinarily and customarily in general use in

the industry for such drawings, that has been digitally signed and sealed by CONSULTANT. If requested in physical format, the CONSULTANT shall deliver physical copies of the Record Drawings with a physical ink or impression of the engineer's seal at no additional cost to the CITY. CITY's acceptance of the signed and sealed originals shall not be construed as the CITY's acceptance or waiver of any errors or omissions, or both of these things, that may be contained in the signed and sealed Record Drawings themselves.

2.1.14 Additional or extended service during construction made necessary by, (1) work damaged through means beyond control of the CONSULTANT, (2) a significant amount of defective or neglected work of the Contractor(s) not resulting from the inadequate performance of the CONSULTANT under the terms of the Contract, (3) prolongation of contract time of any prime Contractor by more than thirty (30) days, (4) acceleration of the progress schedule involving Services beyond normal working hours, and (5) default by the prime Contractor(s).

2.1.15 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract for the Project.

2.1.16 Assistance in the preparation of ordinances.

2.1.17 Assistance in the preparation of agreements between the CITY and others (including, but not limited to, other units of government, developers, districts, and authorities).

2.1.18 Special studies, reports, investigations or analyses.

2.1.19 Services in connection with any partial utilization of any part of the Project by the CITY prior to Substantial Completion.

2.1.20 Evaluating an unreasonable or extensive number of claims submitted by the Contractor(s) or others in connection with the work, such unreasonableness and extensiveness to be at the CITY's request and determination.

2.1.21 The filing of a written Status Report with the CITY concerning, 1) a description of the Services performed and completed to a date certain, 2) the results of such Services and work (i.e., their relation to the total Project Work, the percentage of Project Services then completed), and 3) any other observations or comments that the CONSULTANT believes or should reasonably believe will affect the successful completion of the Project, or that should otherwise be brought to the CITY's attention. The frequency of such reports shall be set forth in each Services Authorization.

2.1.22 Preparing design criteria packages for design build and other solicitations.

2.1.23 Providing design criteria packages, independent professional reviews, and consultation regarding solicited and unsolicited private public partnership proposals and solicitations.

2.1.24 Evaluation of permits and permit applications as requested by the City and providing City staff consultation and advice regarding such matters.



2.1.25 Additional services in connection with the Project not otherwise defined in the Basic Services, or as described elsewhere herein, and including but not limited to start-up services that shall be defined in the appropriate Services Authorization.

### **SECTION 3 - CITY'S RESPONSIBILITIES**

#### **3.1 Requirements for the Project.**

The CITY shall provide all criteria and full information as to the CITY's requirements for the Project in a timely manner, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.

#### **3.2 Information Pertinent to the Project.**

The CITY shall assist the CONSULTANT by placing at the CONSULTANT's disposal available information pertinent to the Project (including previous reports and any other data relative to design or construction of the Project), and the CITY shall advise the CONSULTANT as to what information, if any, the CITY believes to be accurate. The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the CITY's attention, for the CITY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention. If the CITY requires the CONSULTANT's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties, and shall be reimbursed by the CITY pursuant to Subsection 2.1.22, above.

#### **3.3 Access to Property.**

The CITY shall arrange for access to and make provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform its Services.

#### **3.4 Examination.**

The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

#### **3.5 Approvals and Permits.**

The CITY shall obtain approvals and permits, with the active assistance of the CONSULTANT (and as budgeted in the applicable Services Authorization), from all governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for successful completion of the Project.

#### **3.6 Other Professional Services.**

The CITY shall provide such (accounting, independent cost estimating, and insurance counseling) services as may be required for the Project, to ascertain that the construction Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the Project work.

### **3.7 City Project Manager.**

The CITY shall appoint a City Project Manager for any Services Authorization. The City Project Manager shall be the Director of Public Works (Director) or the Director's designee, and, except as otherwise expressly provided in this Contract, shall issue any and all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this Contract. The City Project Manager shall also, 1) act as the CITY's agent with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the CONSULTANT; 3) communicate the CITY's policies and decisions to the CONSULTANT regarding the Services; 4) determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by the CONSULTANT respecting the CITY's non-performance of any Project obligation. All determinations made by the City Project Manager, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the Orlando City Council, or appearances before or appeals to a court of competent jurisdiction.

### **3.8 Notice and Extension of Term.**

The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services, or any defect in the work of the Contractor(s). If the CONSULTANT has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any Services Authorization, then, in the Director's sole discretion, and upon the submission to the Director of evidence of the causes of the delay, the CONSULTANT shall be granted an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed.

### **3.9 CITY's Construction Management.**

The CITY may provide Construction Manager(s) and Field Representative(s) to monitor construction activities. When the CITY provides Construction Manager(s) and Field Representative(s), his duties, responsibilities and limitations of authority shall be as set forth in the Construction Contract Documents and the following will apply:

3.9.1 The Construction Manager will provide instructions to the Field Representative(s) on procedures to be followed, and will schedule inspections of construction. The Field Representative(s) shall be responsible for proper execution of the Construction Manager's instructions.

3.9.2 The CITY's Construction Manager(s) and Field Representative(s) shall have prior construction experience, or shall be trained by the CITY to assure that the foregoing have sufficient understanding of their duties and personal job safety precautions on the subject Project. The CONSULTANT, has no responsibility for training of the CITY's representative(s), or for general duties of a representative on the subject Project, or for general job safety precautions on the subject Project.

**3.10 Additional Services.**

The CITY shall furnish, or direct the CONSULTANT to provide, necessary Additional Services as stipulated in Section 2 of this Contract, or other Services as required, or as mutually agreed pursuant to a Services Authorization.

**3.11 Incidental Costs.**

The CITY shall bear all costs incident to compliance with the requirements of this Section.

**SECTION 4 - PERIOD OF SERVICE**

**4.1 Continuing Contract.**

This term of this Contract shall commence on March 15, 2025 and end on March 14, 2027 or until terminated in accordance with SECTION 8. The parties shall have the option of extending the term one (1) year upon mutual agreement. The above time periods may be exceeded to complete a Project already in progress at the end of the term, including any extensions thereof.

**4.2 Services Authorization.**

Each Services Authorization shall specify the Period of Service agreed to by the CITY and the CONSULTANT for Services to be rendered under that Services Authorization.

**SECTION 5 - PAYMENTS TO CONSULTANT**

**5.1 General.**

5.1.1 The CITY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's narrative monthly invoices (Invoices), and in accordance with the schedule of Fees and reimbursable expenses as provided in each Services Authorization. The invoices shall be in a format approved by the Project Manager.

5.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services on a Project contemplated by the parties, such Services which have not been, a) fully negotiated, reduced to writing, and formally executed by both the CITY and CONSULTANT; b) or reduced to writing by the CITY and signed by the CITY's Chief Procurement Officer or other authorized person; then the CONSULTANT shall perform such Services without liability to the CITY, and at the CONSULTANT's own risk.

5.1.3 For other than lump-sum contracts, the CITY shall only be obligated to pay for those Services that the CONSULTANT can demonstrate are reasonable, provable, and within the Scope of Services of any Services Authorization.

5.1.4 The CITY has established a maximum multiplier of 3.0 to be applicable to the Wage Cost Multiplier method of compensation, as set forth below.

**5.2 Methods of Compensation.**

Within the Services Authorization associated with each Project, the CITY and the CONSULTANT may agree on, but not be limited to, one of the methods of compensation outlined in Subsections 5.2.1, et seq. If a different method of compensation is to be used, the Services Authorization will set forth the basis for such compensation.

5.2.1 Wage Cost Multiplier.

5.2.1.1 General. One method of compensation shall be calculated by a wage or salary cost times (multiplied by) an actual audited overhead factor (Wage Cost Multiplier); provided, however, that in no instance shall the factor exceed 3.0 (Multiplier). Reimbursable expenses shall be compensation times a factor of 1.0, and Subconsultants times a factor of up to 1.1 (applicable to the fee but not to reimbursable expenses). Reimbursable expenses include the pass-through costs incurred by the CONSULTANT. After application of the Multiplier, the personnel costs shall include:

- a) Salary
- b) Social Security
- c) Federal and State Unemployment Taxes
- d) Worker's Compensation Insurance
- e) Sick Leave
- f) Vacation and Holiday Pay
- g) Retirement and Medical Insurance Benefits
- h) General and Administrative Overhead Costs
- i) Quality Control (to ensure normal standard of care)
- j) Profit (not to exceed 10%)
- k) Incidental Reproduction and Secretarial (not attributable to a specific Project)
- l) Office Support Costs (including accounting work necessary for the maintenance of Project billings)

5.2.1.2 Wage Cost Multiplier for Construction Phase Services on Major Projects. (This Subsection shall apply to assignments which require one or more full-time field personnel assigned to a Project.) The CITY shall pay the CONSULTANT an amount based on the direct salaries and wages of office and field personnel times (multiplied by) the applicable factor as set forth below, for Services rendered by officers, principals, and employees assigned to the Project; plus reimbursable expenses times a factor 1.0; plus the cost of Subconsultants times a factor of up to 1.1 (applicable to the fee but not to reimbursable expenses). The factors to be applied to direct salaries and wages are as follows, unless the prior written approval of the City's Chief Financial Officer is obtained:

	<u>Factor</u>
Office Services, defined as personnel assigned to and based in the CONSULTANT's regular places of business	Max 3.0
Field Services, defined as personnel assigned to and based in a furnished field office which is provided by, 1) the construction Contractor, 2) the CITY, or 3) by the CONSULTANT as a reimbursable expense.	Max 2.55

5.2.2 Lump Sum.

For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon and set forth in the Services Authorization. Unless otherwise agreed in a Services Authorization, the CONSULTANT will invoice the CITY monthly, based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

5.3 **Reimbursable Expenses.**

"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel outside Orange and Seminole Counties; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; toll telephone calls; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the CITY's written procurement policies and directives.

5.4 **Payments by Owner.**

5.4.1 All Services' payment (Payment) shall be made by the City to the CONSULTANT within thirty (30) calendar days of the City's invoice receipt thereof (Payment Period), unless, within the Payment Period, the CITY, 1) notifies the CONSULTANT of an objection to the Payment amount, and 2) either provides the CONSULTANT with a determination of the proper Payment, or 3) requests further information from the CONSULTANT so that a proper Payment can be derived and agreed upon by the parties.

5.4.2 The CITY's objection to the Payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the Payment. If the objection is resolved in favor of the CONSULTANT, then the CITY shall pay the CONSULTANT the amount so determined, minus any Payment amount previously paid to the CONSULTANT with respect to the objection, plus interest at one percent (1%) simple interest, per month, on the unpaid amount. If it is determined that the CITY has overpaid the CONSULTANT, then the CONSULTANT shall, within thirty (30) calendar days, refund to the CITY the overpayment amount, and interest, at one percent (1%) simple interest, per month.

5.5 **Records.**

The CONSULTANT also agrees to maintain, and to cause each Subconsultant to maintain, complete and accurate books and records (Books) in accordance with sound accounting principles and standards, and relating to all Services and the Project, and the related costs and expenditures to the CITY that have been contracted for and paid for over the duration of any Service Authorization. The Books shall identify the Services rendered during each month of the Services Authorization, the date that each Project expense was incurred, and whether the expense was Service or reimbursable-related. These Books shall be maintained for the longer of (i) five (5) years following Final Payment; (ii) five (5) years following termination of any Service Authorization; or (iii) the conclusion of all audits and litigation (including all appeals) related to this Contract (including any Service Authorizations) or any Project which was the subject of a Service Authorization pursuant to this Contract. To the extent applicable, CONSULTANT shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE**

**APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK OR THE CITY'S RECORDS AND ARCHIVES MANAGER, AT RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., 2<sup>ND</sup> FLOOR ORLANDO, FL 32801.**

## **5.6 Late Payment.**

If the CITY fails to make any payment due the CONSULTANT for Services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, the amounts due the CONSULTANT shall include a charge at the rate of one percent (1%) per month simple interest from the thirtieth (30th) day, and, in addition the CONSULTANT may, after giving seven (7) calendar days' prior written notice to the CITY, suspend Services under this Contract until the CONSULTANT has been paid, in full, amounts due it for Services and expenses. Any portion of an invoice that is objected to or questioned by the CITY in accordance with Subsection 5.4 shall not be considered due for the purposes of this Subsection.

## **5.7 Overtime.**

Overtime will be paid by the CITY only if authorized in advance by the Director for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the CONSULTANT.

## **5.8 Scope, Cost and Fee Adjustment.**

### **5.8.1 General.**

The CONSULTANT or the CITY may at any time notify the other of requested changes to the Scope of Services as set forth in a Services Authorization. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in the subject Services Authorization to reflect such modification. The cost and fee adjustment due to modification in the Scope of Services may be calculated utilizing the same method of compensation applicable to the Services Authorization prior to the Scope modification. The CONSULTANT and the CITY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Services must be approved or authorized by the Orlando City Council. If the cost and fee adjustment is within a previously approved budget to the Scope of Services for the overall Project, the change may be approved by the Director.

### **5.8.2 Scope Reduction.**

The Director shall have the sole right to reduce (or eliminate, in whole or in part) the Scope of any Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction. In such event the CONSULTANT shall be fully compensated for the Services already performed, including payment as defined in Section 5 of all Project-specific fee amounts due and payable prior to the effective date stated in the Director's notification of the reduction and for a maximum of five (5) days' demobilization costs. The CONSULTANT shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project.

### **5.8.3 Scope Suspension.**

The Director may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this Contract. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the Director may thereafter specify in writing. The period during which the Services are stopped by the CITY shall be added to the applicable Services Authorization term; provided, however, that any work stoppage not approved or caused by the actions or inactions of the CITY shall not give rise to any claim against the CITY by the CONSULTANT. The CITY agrees to compensate the CONSULTANT for its reasonable and provable costs, profits, and losses (including overhead costs, reimbursable, demobilization, remobilization, and Subconsultant expenses incurred) attributable to any delay caused by the actions or inactions of the CITY.

## **5.9 Sales Tax.**

Under present Florida law, Chap. 212, *Fla. Stat.* (2005), the CITY is exempt from sales taxes imposed upon professional services when the CITY purchases such services directly. The CITY agrees to pay actual taxes (exclusive of any multiplier) imposed upon the CONSULTANT, for CITY Projects, for the CONSULTANT's purchase of Subconsultant services, or materials, except for qualified sales for resales. The CITY and the CONSULTANT agree that this Subsection may be modified by Services Authorization, in the event of future changes to Chap. 212, that affect the parties, terms, or conditions of this Contract.

## **5.10 Payment Withheld.**

When the Director has reasonable ground for belief, or information to believe that, 1) the CONSULTANT will be unable to perform the Services under any Services Authorization within the related Project Term; or 2) a meritorious claim exists against the CONSULTANT or the CITY arising out of the CONSULTANT's negligence or the CONSULTANT's breach of any provision of this Contract or any Services Authorization; then the Director may withhold a Payment otherwise due and payable to the CONSULTANT; provided, however, that the Director shall not unreasonably withhold other Services Authorization payments that may not otherwise be in dispute. Any Payment so withheld may be retained by the CITY for such period as it deems advisable to protect the CITY against any loss or deprivation that the CITY may incur pursuant to this Subsection, or as may be determined by a court of competent jurisdiction. This provision is intended solely for the benefit of the CITY, and no person shall have any right against the Director or claim against the CITY by reason of the Director's failure or refusal to withhold a Payment. Interest [one percent (1%) simple interest, per month] shall only be payable by the CITY, on any amounts withheld under this provision if the Director has acted unreasonably. This provision is not intended to limit or in any way prejudice any other right the CITY may have in this regard, or any right or defense that the CONSULTANT might choose to exercise against the CITY.

## **5.11 Termination.**

Upon the termination of this Contract, the CONSULTANT shall prepare a final and complete Payment Statement for all Services and reimbursable expenses incurred since the posting of the last Payment Statement, and through the date of termination. The final Payment Statement shall be subject to all of the provisions described in Section 5.

## **5.12 Final Payment.**

The acceptance by the CONSULTANT, its successors, or assigns, of any final Payment due upon the termination of this Contract or any Services Authorization, shall constitute a full and complete release of

the CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract, or in a court of competent jurisdiction. This Subsection does not affect any other portion of this Contract that extends obligations of the parties beyond Final Payment.

**5.13 Living Wage.**

The CONSULTANT, as well as its subcontractors (first tier only), shall pay to all of their employees providing services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) “Living wage” means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent’s place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all contracts which involve City expenditures that exceed \$100,000.00 per year. The Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City’s Living Wage Policy.

**SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST**

**6.1 Consultant's Construction Cost, General.**

If the CITY requests in a Services Authorization that a Project construction cost estimate be given by the CONSULTANT as part of Preliminary and Final Design Services, then the CONSULTANT shall develop a CONSULTANT's estimate of probable construction cost at such points in the design phase as defined herein or otherwise agreed to in the Services Authorization. The construction cost of the entire Project (Construction Cost Estimate) means the total cost to the CITY of those portions of the entire Project designed and specified by the CONSULTANT, but will not include the CONSULTANT's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, unless the applicable Services Authorization so specifies; nor will it include the CITY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to the CITY.

**6.2 Consultant's Estimate of Probable Construction Cost.**

**6.2.1 General.**

Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT's opinions of Total Project Cost and Construction Cost Estimate provided for hereinabove are to be made on the basis of the CONSULTANT's experience and qualifications, and represent the CONSULTANT's best judgment as an experienced and qualified professional which is familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the CONSULTANT.



6.2.2 Construction Cost.

If a Construction Cost Estimate is required to be provided by the CONSULTANT pursuant to a Services Authorization, then the following will apply:

6.2.2.1 The acceptance by the CITY at any time during the Basic Services of a revised opinion of Total Project Cost or Construction Cost Estimate in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost Estimate limit to the extent indicated in such revised opinion.

6.2.2.2 If a Construction Cost Estimate is established, the CONSULTANT will be permitted, with review and approval by the CITY, to determine what types of materials, equipment and component systems are to be included in the drawings and specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost estimate.

6.2.2.3 If the Bidding or negotiating Phase of a Project has not commenced within six (6) months after completion of the Final Design Phase, the established Construction Cost Estimate will not be binding on the CONSULTANT, and the CITY shall consent to any reasonable adjustment in the Construction Cost Estimate commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.4 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 15% or more, the CITY may, (1) give written approval to increase such Construction Cost Estimate, (2) authorize negotiating or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the CONSULTANT shall modify the drawings and specifications as necessary to bring the construction cost within the Construction Cost Estimate. In lieu of other compensation for Services in making such modifications, the CITY shall pay the CONSULTANT's cost of such Services, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to the CONSULTANT on account of such Services; and the CONSULTANT's providing these modification Services shall be the extent of the CONSULTANT's cost-estimating liability as memorialized in this Subsection.

**SECTION 7 - SETTLEMENT OF CLAIMS**

The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, shall be Orange County, Florida.

**SECTION 8 - TERMINATION**

**8.1 General.**

This Contract may be terminated, 1) by the CITY, following fifteen (15) days prior written notice to the CONSULTANT, as stated below, 2) by the CONSULTANT, following fifteen (15) days prior written notice to the CITY, as stated below, and 3) by the mutual agreement of the parties. Any termination by the CITY under this Section 8 shall be subject to the requirements of Section 14 below. In the event of the

termination of this Contract, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

## **8.2 Failure to Perform.**

In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract in whole or in part if the CONSULTANT makes a willfully false Payment Statement or substantially fails to perform any obligation under this Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefor. The CONSULTANT may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

## **8.3 Termination for Convenience.**

The CITY may, without prejudice to any other rights or remedies, terminate this Contract in whole or in part at any time for its convenience by giving the CONSULTANT fifteen (15) days written notice. The CONSULTANT shall be paid for Services completed, or partially completed, up to the termination effective date and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

## **8.4 Payment Upon Termination.**

Upon termination of this Contract, the CITY shall pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs incurred by the CITY as a result of the termination (if the Contract is terminated for cause by the CITY), or 2) increased by an amount equal to the reasonable and provable expenses incurred by the CONSULTANT (to close out its Services) that are directly attributable to the termination, and for which the CONSULTANT is not otherwise compensated (if the Contract is terminated for the convenience of the CITY).

## **8.5 Delivery of Materials Upon Termination.**

In the event of termination of this Contract (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, digital files, memoranda; and any and all other documents, instruments,

information, portable physical electronic storage media, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Contract, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

**SECTION 9 – [RESERVED]**

**SECTION 10 - MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY**

**10.1 General.**

One reproducible copy of all data, inspector's reports, job files, test reports, copies of Shop Drawings, construction photographs, cost control and scheduling data, computer printouts, Contractor's submittals, summaries, digital files, memoranda; and other written work, documents, instruments, information, portable physical electronic storage media, and materials (whether or not completed) generated or prepared by the CONSULTANT especially for the Services rendered hereunder; shall be supplied to the CITY at the CITY's request by the CONSULTANT, and at the CITY's cost. The final work product of all such materials (e.g., signed and sealed drawings and specifications, and portable physical electronic storage media used to record design and as-built conditions; studies; analyses; and so forth), along with all formal CONSULTANT-CITY correspondence concerning any Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of the CITY. All materials described above shall be retained by the CONSULTANT for the longer of the period set forth in Section 5.5 above or the statutory period for claims (§95.11, Fla. Stat., as it may be from time-to-time amended), or as may otherwise be agreed by the parties in a Services Authorization. Furthermore, the CITY may reuse them at no additional cost. All materials described above shall be a “work made for hire” and the CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto.

**10.2 Reuse of Documents.**

The CITY acknowledges that the materials described immediately above are not intended for use in connection with any Project or purpose other than the Project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a Project or purpose other than that for which such materials were prepared, without the prior written consent of the CONSULTANT, shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability related thereto.

**SECTION 11 - NOTICES**

All notices denominated as such by this Contract, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

Max Brito, AIA  
Rhodes+Brito Architects  
605 E. Robinson Street, Suite 750  
Orlando, Florida 32801

All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the Director and the City’s Chief Procurement Officer, separately, at:

Corey Knight, P.E.  
Public Works Director  
City of Orlando  
City Hall, 8<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida, 32801

With a copy to: David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer  
City of Orlando  
City Hall, 4<sup>th</sup> Floor  
400 South Orange Avenue  
Orlando, Florida, 32801

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

**SECTION 12 - CONFLICTS OF INTEREST**

The CONSULTANT represents and warrants unto the CITY that no officer, employee, or agent of the CITY, nor their spouse or child, has any material interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder, whether as an officer, partner, director, proprietor, or otherwise. The CONSULTANT further represents and warrants to the CITY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value (Value) to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this Contract. Further, the CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Contract. It is absolutely understood and agreed by the CONSULTANT that, for the breach or violation of this Subsection, the CITY shall have the right to terminate this Contract without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any Value paid by the CONSULTANT.

**SECTION 13 - WAIVER OF CLAIM**

The CONSULTANT and the CITY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

**SECTION 14 – CITY REPRESENTATIVE**

The CITY's Director of Public Works or any of his authorized designee(s) for the Project, including but not limited to the Project Manager, may act as the CITY's agent with respect to the Services to be rendered by the CONSULTANT hereunder, and, except as expressly set forth below, shall have full authority to take all actions on behalf of the CITY related to this Contract, including but not limited to transmitting all instructions, receiving information, notifying CONSULTANT of any breaches of this Contract or improperly performed work, and communicating the CITY's policies and decisions to the CONSULTANT. The CITY's Director of Public Works' authority to act shall be in addition to any authority granted to specific CITY employees in other sections of this Contract. Any action that may be taken by the CITY's Director of Public Works or his designee related to this Contract, may also be taken by the CITY's Chief Procurement Officer or his designee. Notwithstanding the preceding, any final action by the CITY to terminate this Contract in whole, whether for cause or convenience, may only be taken by the CITY's Chief Procurement Officer or his designee; provided, however, that nothing herein shall be deemed to preclude the Director of Public Works or his designee from suspending work or terminating work, in whole or in part, under a particular Services Authorization.

**SECTION 15 - CONSULTANT'S PROJECT TEAM**

The CONSULTANT shall assign members of its staff as the CONSULTANT's Principal-in-Charge, Project Manager and Key Personnel (Project Team), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the CITY, as a part of each Services Authorization, the authority and powers that the CONSULTANT's Project Team shall possess during the life of that Project. The CONSULTANT agrees that the CITY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Key Personnel without written notice to the CITY. Furthermore, if any member of the CONSULTANT's Project Team is removed from his Project duties, or his employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CITY's approval. The CITY agrees that its approval shall not be unreasonably withheld.

**SECTION 16 - INDEMNIFICATION AND INSURANCE**

**16.1 Indemnification and Repair of Damage.**

**16.1.1 Consultant's Indemnification of City.**

The CONSULTANT shall indemnify and hold harmless the CITY, its employees and officers, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract. This provision shall survive the expiration or termination of the Contract.

**16.2 Insurance.**

**16.2.1 General.**

CONSULTANT and its Subconsultants of all tiers will be required at their own expense to maintain in effect at all times during the performance of Services insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the

responsibility of the CONSULTANT to maintain the required insurance coverages and to assure that Subconsultants maintain required insurance coverages at all times. Failure of CONSULTANT to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and CITY's approval of insurance coverage to be maintained by CONSULTANT and its Subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANTS and its Subconsultants under a contract. Any insurance carried by the CITY that may be applicable shall be deemed to be excess insurance and the CONSULTANT's insurance primary for all purposes despite any conflicting provision in the CONSULTANT's policies to the contrary. Failure of the CONSULTANT or its Subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this Section 16.2 shall be grounds for termination of this Contract as specified in Section 8.

#### 16.2.2 Certificates of Insurance.

Prior to commencing work, and as a condition precedent to the CONSULTANT's and its Subconsultants' initiation of performance, the CONSULTANT and its Subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the CONSULTANT shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type (except the Errors and Omissions policy).

#### 16.2.3. Additional Insureds.

All insurance coverages furnished except Professional Liability, Workers' Compensation and Employers' Liability shall include the CITY and its officers, elected officials, and employees as additional insureds with respect to the activities of the CONSULTANT and its Subconsultants. The CITY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

#### 16.2.4 Waiver of Subrogation.

The CONSULTANT and its subconsultants shall require their insurance carriers, with respect to all insurance policies except the Errors and Omissions policy, to waive all rights of subrogation against the CITY, its officers, elected officials, agents and employees and against other contractors and subcontractors.

#### 16.2.5 Types of Coverage to be Provided.

The CONSULTANT (and its Subconsultants to the same extent and on the same terms as set forth below for CONSULTANT) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract:

##### 16.2.5.1 Workers' Compensation and Employer's Liability.

This insurance shall protect the CONSULTANT against all claims under applicable state workers' compensation laws. The CONSULTANT shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall

be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers’ compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers’ compensation:	Statutory
Employer’s Liability:	\$100,000 each occurrence

16.2.5.2 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

16.2.5.3 Commercial General Liability.

This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the CONSULTANT and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the CITY or others arising out of any act or omission of the CONSULTANT or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the CONSULTANT under this Contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the CONSULTANT’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

16.2.5.4 Consultant's Errors and Omissions Policy.

The CONSULTANT shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000, or the CONSULTANT shall provide the CITY with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured-CONSULTANT. The errors and omissions policy shall be in effect and shall insure the CONSULTANT's performance on CITY projects.

16.2.6 City’s Right to Inspect Policies.

The CONSULTANT shall, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Contract.

**SECTION 17 - MISCELLANEOUS PROVISIONS**

**17.1 Non-Exclusive Contract.**

This Contract is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the CONSULTANT pursuant to Section 8, above. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, and so forth, to have them perform such professional services as the CITY may desire.

## **17.2 Local, State and Federal Obligations.**

### **17.2.1 Discrimination.**

The CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, national origin, disability, religion, sex, sexual orientation, gender identity or marital status; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Contract, with cause, as described above.

### **17.2.2 Compliance with Law.**

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection.

### **17.2.3 Licenses.**

The CONSULTANT shall, during the life of this Contract, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services or Work as described herein. The CONSULTANT shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

### **17.2.4 Compliance With New Regulations.**

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the CONSULTANT to qualify for local, state, or federal funding for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Contract for convenience. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Contract, or to any Services Authorization, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related CITY/CONSULTANT contractual obligations, and to revise such Project budgets accordingly.



#### 17.2.5 License Fee and Royalties.

The CONSULTANT agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be detailed by CONSULTANT in the Services Authorization, and shall be secured by the CONSULTANT (or, at the CONSULTANT's direction, by the Contractor during the CONSULTANT's construction phase services as may be memorialized in a Services Authorization) before the completion of any Services Authorization.

### 17.3 **Consultant Not Agent of City.**

The CONSULTANT is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONSULTANT's relations with Subconsultants, or in any other manner whatsoever except as otherwise stated in a Services Authorization.

### 17.4 **Subconsultants.**

#### 17.4.1 General.

The CONSULTANT shall have the right, conditioned upon the CITY's prior consent (which shall not be unreasonably withheld), to employ Subconsultants; provided, however, that the CONSULTANT shall, 1) inform the CITY as to what particular Services the Subconsultants shall be employed to do; 2) inform the CITY as to what extent (what percentage) of the total Project Services each Subconsultant shall be employed to do; 3) be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of Services, or both of these things, and the resolution of all differences between them; 4) promptly terminate the use and services of any Subconsultants upon written request from the CITY (which may be made for the CITY's convenience); 5) promptly replace each such terminated Subconsultant with a Subconsultant of comparable experience and expertise; 6) cause a Subconsultant to remove any employee(s) from a Project as the CITY shall request (again for the CITY's convenience); and 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise and who are otherwise acceptable to the CITY. After the Subconsultant has received notice of the termination, or two (2) business days after the CITY has notified the CONSULTANT in writing of the required termination of the Subconsultant or the Subconsultant's employee, whichever shall occur first, the CITY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Subconsultant or employee who may be terminated pursuant to the provision of this Subsection; provided, however, that the CITY shall reimburse the CONSULTANT for the CONSULTANT's reasonable and provable Subconsultant demobilization or remobilization costs, as defined in Subsection 5.8.3 ("Suspension"), if the CITY terminates a Subconsultant for convenience; but provided, however, that the CONSULTANT shall receive no reimbursement for demobilization costs if a Subconsultant is terminated for cause. It is also understood that the CITY does not, by accepting a Subconsultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

#### 17.4.2 Work Outside Scope and Time of Payment.

The CITY shall have no obligation to reimburse the CONSULTANT for the services of any Subconsultant not previously made known to the CITY, or that are otherwise outside of the Scope of any particular Project Services Authorization, unless and until the CITY has given written approval of such reimbursement. The CONSULTANT agrees to pay all such Subconsultants for their Project-related Services no later than thirty (30) calendar days after the CONSULTANT's receipt of payment from the CITY for work performed by the Subconsultants, unless such payment is disputed by the CONSULTANT, and the CITY receives written notice thereof.

#### 17.4.3 Subconsultant Contracts.

The CONSULTANT shall provide a copy of all relevant provisions of this Contract to all Subconsultants hired by it, or for which it may have management responsibilities as described in a Services Authorization and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Contract terms and provisions. The CONSULTANT shall also furnish the CITY, upon demand, with a copy of all CONSULTANT-Subconsultant contracts.

### 17.5 **Assignment and Delegation.**

The CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Contract in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Contract; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Contract without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may immediately terminate this Contract upon written notice as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Contract.

### 17.6 **Audits.**

#### 17.6.1 Periodic Auditing of Consultant's Books.

The CITY shall have the right, at any reasonable time either directly or through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any Payment Statement or Completion Report. In addition to the above and upon request of the CITY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the CITY to the CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

#### 17.6.2 Overcharge.

If it is established by the audit, or by any other means, that the CONSULTANT has overbilled or overstated its costs, fees, or reimbursable expenses (Overcharge) to the City, then the amount of any Overcharge shall be refunded by the CONSULTANT, together with interest at the rate of one percent (1%) per month and the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

### 17.7 **Truth in Negotiations.**

The CONSULTANT shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as Exhibit I. It is agreed by the CONSULTANT that any Project or Services Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums [plus interest at twelve percent (12%) per annum simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

### **17.8 Entire Agreement.**

This Contract, including the Exhibits hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

### **17.9 Amendment.**

This Contract may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed by the parties.

### **17.10 Validity.**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

### **17.11 Headings.**

The headings of the Sections or Subsections of this Contract are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

### **17.12 Timeliness.**

The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Contract, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

### **17.13 Public Entity Crime.**

Any Person or affiliate, as defined in 287.133 of the *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this Section shall be subject to immediate termination for cause without cure upon notice by the CITY to CONSULTANT. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the City.

### **17.14 Force Majeure.**

The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to a Services Authorization, such modifications to

include, but not limited to the particular Services Authorization's Scope, Term, and Fee. If such conditions and circumstances do in fact occur, then the CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

**17.15 Rights Cumulative; No Waiver.**

No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Contract to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

**17.16 Venue.**

The venue of any litigation or other judicial proceeding between the parties shall be the courts of Orange County, Florida.

**17.17 MBE/WBE Participation.**

17.17.1 Chapter 57, Articles II and III, of the Orlando City Code, establishes goals of 18% and 6%, respectively, of the CITY's annual monetary value of contracts for supplies, services and construction to be awarded to City certified or recognized Minority Business Enterprises (MBE) and City certified or recognized Women-Owned Business Enterprises (WBE).

17.17.2 The CONSULTANT agrees to make a good faith effort to provide that 18% of the dollar amount of the services awarded to the CONSULTANT pursuant to the Contract is performed by MBEs and 6% of the dollar amount of the Contract is performed by WBEs. CONSULTANT shall make a good faith effort to utilize the MBEs and WBEs for the services and in the amounts identified in its Qualification Statement.

17.17.3 The CONSULTANT may, under limited circumstances, substitute a MBE or WBE firm from a firm identified in a Services Authorization. However, substitution shall only be allowed upon good cause shown as determined by the CITY's MBE Coordinator. The CONSULTANT must receive written approval of the MBE Coordinator before substitution will be allowed. Failure to comply shall result in the CITY imposing penalties on the CONSULTANT; such penalties may include suspension or debarment from obtaining future CITY contracts.

17.17.4 The CONSULTANT shall submit monthly audits to the CITY through the MBE Office's B2G Contract Compliance System, documenting its compliance with the MBE/WBE participation obligations of this Contract. The audit shall be completed by the 5<sup>th</sup> of each month after the execution of the first Services Authorization. CONSULTANT shall enter such information as may be requested by the system.

17.17.5 Each Services Authorization shall be evaluated by the CITY for MBE/WBE participation. The extent and meaningfulness of such participation shall be reviewed. The participation must be such that the MBE/WBE firms are performing services in accordance with their area of certification.

17.17.6 There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The CITY shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Contract is intended or implied. The CITY is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Contract.

### **17.18 Prohibition Against Contracting with Scrutinized Companies.**

In accordance with Section 287.135(2) of the Florida Statutes, “[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company is:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, or
  - 2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” CONSULTANT certifies that it and those related entities of CONSULTANT as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, CONSULTANT certifies that it and those related entities of CONSULTANT as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. CONSULTANT shall be required to recertify the aforementioned certifications at each renewal of the Contract. The CITY may terminate this Contract if CONSULTANT or any of those related entities of CONSULTANT as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the CITY reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the CITY determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

**17.19 Employment Eligibility; E-Verify System.** This Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference. Pursuant to Section 448.095 of the Florida Statutes, CONSULTANT represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the Contract. If CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

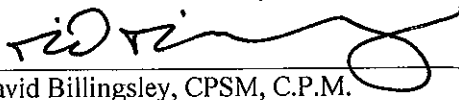
**17.20 Limitation of Individual Liability. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

**17.21 Human Trafficking Affidavit.** Pursuant to Section 787.06(13) of the Florida Statutes, CONSULTANT shall, within a reasonable time after execution of this Agreement, and in the form attached hereto as Exhibit II, provide CITY with an affidavit signed by an officer or other authorized representative of CONSULTANT under penalty of perjury attesting that CONSULTANT does not use coercion for labor or services, as those terms are defined in Section 787.06(2)(a), (e), and (h) of the Florida Statutes. Additionally, CONSULTANT shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement. Ensuring compliance with this section shall be the obligation solely of CONSULTANT, and this obligation shall not be waived or relieved by any failure of CITY to request or insist upon the completion of any affidavit required under applicable law. CONSULTANT failure to comply with this section may constitute grounds for termination of this Agreement pursuant to Section 8.2 hereof.

**17.22 Entities of Foreign Countries of Concern Affidavit.** Pursuant to Section 287.138 of the Florida Statutes, in the event this Agreement grants CONSULTANT access to an individual's personal identifying information, CONSULTANT shall, within a reasonable time after execution of this Agreement, and in the form prescribed by the Department of Management Services and attached hereto as Exhibit III, provide CITY with an affidavit signed by an officer or other authorized representative of CONSULTANT under penalty of perjury attesting that CONSULTANT is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c)), that the government of a foreign country of concern does not have a controlling interest in CONSULTANT, and that CONSULTANT is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, CONSULTANT shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement. This obligation shall not be waived or relieved by any failure of CITY to request or insist upon the completion of any affidavit required under applicable law. CONSULTANT's failure to comply with this section may constitute grounds for termination of this Agreement pursuant to Section 8 hereof.

*IN WITNESS WHEREOF*, this Contract has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.


City of Orlando, Florida

By:   
David Billingsley, CPSM, C.P.M.  
Chief Procurement Officer

Date: February 28, 2025

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

February 27, 2025

  
Mitchell L. Davis  
Assistant City Attorney  
Orlando, Florida

Rhodes & Brito Architects, Inc.  
d/b/a Rhodes+Brito Architects

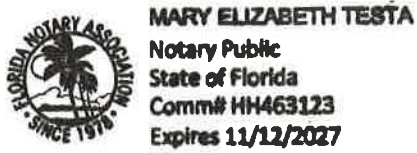
By: [Signature]  
RUFFIN RHODES  
(Print Name)

Title: PRESIDENT

STATE OF FLORIDA }

COUNTY OF Orange }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Ruffin Rhodes (name of person) as President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Rhodes + Brito Architects (name of entity/party on behalf of whom instrument was executed).



[Signature]  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name Mary Elizabeth Testa

(Affix Notary Stamp or Seal Above)

☒ Personally Known or ☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_



TRUTH-IN-NEGOTIATION CERTIFICATE

The CONSULTANT hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the CONSULTANT pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.


Rhodes & Brito Architects, Inc.  
d/b/a Rhodes+Brito Architects

By: [Signature]  
RUFFIN RHODES  
(Print Name)

Title: PRESIDENT

STATE OF FLORIDA       }  
COUNTY OF Orange       }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of February, 2025, by Ruffin Rhodes (name of person) as President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Rhodes + Brito Architects (name of entity/party on behalf of whom instrument was executed).

 **MARY ELIZABETH TESTA**  
Notary Public  
State of Florida  
Comm# HH463123  
Expires 11/12/2027

[Signature]  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: Mary Elizabeth Testa

(Affix Notary Stamp or Seal Above)

☒ Personally Known or ☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_

EXHIBIT I

HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Consultant, hereby attests as follows:

- A. Consultant understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
  - “Labor” means work of economic or financial value.
  - “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Consultant hereby attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Architect. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true. Further Affiant sayeth naught.

Authorized Signature: [Signature]  
Consultant: RHODES & BRITO ARCHITECTS INC  
Printed Name: RUFFIN RHODES  
Title: PRESIDENT

Date: 2.24.2025

STATE OF Florida  
COUNTY OF Orange

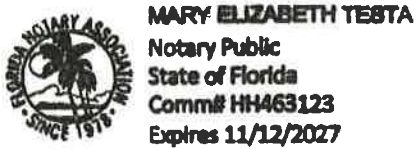
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Ruffin Rhodes as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced \_\_\_\_\_ as identification.

Signature of Notary Public  
[Signature]  
Name of Notary

My Commission Expires: 11/12/2027  
Stamped

Typed, Printed or

EXHIBIT II



# **FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

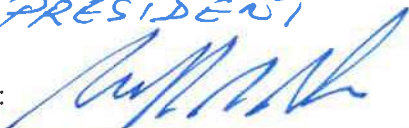
<p><u>RHODES &amp; BRITO ARCHITECTS INC.,</u> (CONSULTANT) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.</p>	
<p>Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p>	
<p>Printed Name: <u>RUFFIN RHODES</u></p>	
<p>Title: <u>PRESIDENT</u></p>	
<p>Signature: </p>	<p>Date: <u>2.24.2025</u></p>

EXHIBIT III

---

4/2/2025

**Valerie W. Mundy, P.E.**

**Public Works Director**

Town of Eatonville/Town Hall

307 E. Kennedy Boulevard

Eatonville, Florida 32751

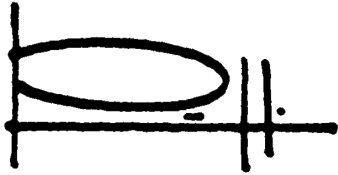
Re: **Hourly Rates for on-call services VIA City of Orlando Continuing Service Contract**

Dear Valerie,

As requested, the Town of Eatonville will "piggyback" on our current City of Orlando Continuing Service Contract (2025). Hourly rates for architectural design will be as shown in the attached Exhibit A.

Sincerely;

**RHODES + BRITO ARCHITECTS INC.**



Ruffin A. Rhodes, AIA NOMA  
Principal

**EXHIBIT A**

Hourly Rate Position	NTE Hourly Rate
Principal	\$168.00
Senior Project Manager	\$158.00
Project Manager	\$135.00
Senior Construction Administrator	\$127.00
Project Architect	\$126.00
Architectural Project Manager	\$124.00
Senior Interior Designer	\$124.00
Architect	\$113.00
Senior Architectural Designer	\$107.00
Sr. Project Administrator	\$103.00
Construction Administrator	\$100.00
Architectural Designer	\$90.00
Project Administrator	\$80.00
Jr. Interior Designer	\$77.00
Document Control Specialist	\$57.00
Clerical	\$50.00



**HISTORIC TOWN OF EATONVILLE,  
FLORIDA**

**TOWN COUNCIL WORKSHOP**

**APRIL 15, 2025, AT 6:30 PM**

**Cover Sheet**

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Discussion of Use of Eatonville American Rescue Plan Act (ARPA) Funds for Utilities Equipment Purchase (**Public Works**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> PUBLIC WORKS
<b>INTRODUCTIONS</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>• Vaccon Sewer Cleaner Trailer</li><li>• Vaccon Jetter</li></ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DISCUSSION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request for town council to discuss authorizing the Public Works & Utilities Department to purchase equipment for Sewer Maintenance projects, utilizing the American Rescue Plan Act (ARPA) funds awarded to the Town in 2021.

**SUMMARY:** The American Rescue Plan Act (ARPA) of 2021 provided significant support to local governments through its State and Local Fiscal Recovery Funds (SLFRF) program, awarding every municipality a portion of \$65.1 billion in funding. Pursuant to this legislation, Eatonville received federal funding related to its recovery from the COVID-19 Pandemic totaling an estimated \$1,108,384.02. This funding was received in two equal tranches. Projects such as the water tower, meters, a portion towards town revenue, and various equipment (utilities pump, sewer camera, etc.) have been or are intended to be funded to improve the town's operational services. The purchase of the VACCON Sewer Cleaner & Jetter is proposed to mitigate the reliance on private companies for minor sewer system repairs. These items meet the criteria for allowable use of ARPA funds. Both items adhere to the Town’s purchasing policy through its Sourcewell Membership for procurement.

**RECOMMENDATION:** The Public Works & Utilities Department recommends that the Town Council discuss the purchase of the VACCON Sewer Cleaner & Jetter in the amount of \$235,295.00.

**FISCAL & EFFICIENCY DATA:** Fund allocation is associated with ARPA Funds Reserve in the Water Sewer Fund – Equipment # 400-0536-536-6420. With A Balance:





969 Hall Park Drive  
Green Cove Springs, FL 32043  
Tel: 904.284.4200 • Fax: 904.284.3305  
www.vac-con.com

**CUSTOMER PO TO DEALER AUTHORIZATION LETTER**

Date: March 26, 2025

To: Town of Eatonville, FL

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Southern Sewer Equipment Sales , to receive a Purchase Order from you for the purchase of a Vac-Con sewer cleaner trailer MS800 as quoted to you on March 26, 2025 according to the terms of our Sourcewell Contract Number 101221-VAC. This letter is for a one-time authorized assignment of Contract Number 101221-VAC, and cannot be duplicated on future orders, or quotations without specific written consent of Vac-Con, Inc. Please provide us with a copy of your purchase order for our records. You may email the Purchase Order to [mjdubois@ducollc.com](mailto:mjdubois@ducollc.com).

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois  
Contract Administrator



3/26/2025

**SOURCEWELL QUOTE FOR A VAC-CON MUDSLINGER TRAILER HYDRO-EXCAVATION MACHINE**  
**SOURCEWELL CONTRACT NO 101221-VAC**

Customer: TOWN OF EATONVILLE

Delivery: FLORIDA

Description	Amount
Vac_Con Mudslinger model MS800 trailer mounted combination machine with all standard equipment *Factory Demonstrator*	\$152,950.00
Sourcewell Discount	(\$7,647.50)
74 HP Kubota diesel engine	\$0.00
800 Gallon debris tank	\$0.00
325 Gallon HDPE water tank	\$0.00
1190 CFM/16"Hg	\$0.00
9' Boom with Hydraulic Up/Down & 2' Hydraulic Extension, manual rotation, 4" - 16' boom hose, boom lights	\$13,338.00
Electric jack for trailer	\$1,071.00
LED Arrow stick	\$1,679.00
Decant lay flat hose 6" x 10'	\$146.00
Powered boom - rotate - Not Available on MS 200	\$4,744.00
Rear door hydraulic locks	\$3,336.00
Upgrade to Aluminum Wheels	\$2,006.00
Wireless remote	\$5,469.00
WARRANTY: 1 Year warranty on machine excluding wear items, 1 Year warranty on the water pump, 2 Year warranty on the engine, 5 Year warranty on trailer frame and water tank	\$0.00
Local dealer pre delivery inspection	\$0.00



Description		Amount
ning and Delivery to customer facility		\$0.00
ght		\$5,000.00
TOTAL CONTRACT PRICE		\$182,091.50
Additional Discount Offered By Local Dealer for Factory Demonstrator unit		(\$34,628.50)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT		\$147,463.00

Delivery is            Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC  
VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS FL 32043  
CONTACT: M.J. DUBOIS EMAIL: [MDUBOIS@DUCOLLC.COM](mailto:MDUBOIS@DUCOLLC.COM) PH: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION



# VAC·CON

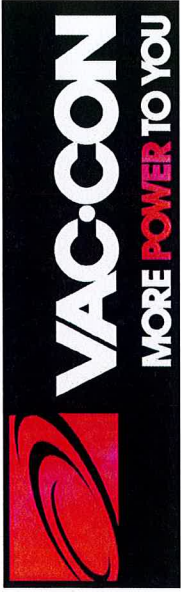
[www.vac-con.com](http://www.vac-con.com)

Our Vac-Con VJ Series Jetters are powerful and simple to operate. Available in both truck and trailer-mounted applications, our jetters are built with the operator in mind. With a hydraulically driven rotating hose reel up to 800-ft in capacity and a tier 4 diesel engine all built into a low-profile for safety, there is no doubt the VJ Series has the jetter you need for your next job.

**Learn more about our VJ Series Jetters online  
and schedule your demo today.**







03/28/2025

**SOURCEWELL QUOTE FOR A VAC-CON SEWER JET TRAILER**  
**SOURCEWELL CONTRACT NO 101221-VAC**

Customer: TOWN OF EATONVILLE

Delivery: FLORIDA

Description		Amount
Vector VecJet model VJ375 trailer mounted gas powered jetter with all standard equipment *Stock Unit		\$83,609.50
65 HP Tier 4 Kubota diesel engine		\$0.00
Giant water pump system rated 18 GPM @ 4,000 PSI		\$0.00
375 Gal. Tanks on single axle		\$0.00
Heavy duty 2" x 4" tubular steel welded trailer		\$0.00
Mounting fee		\$8,150.00
Rotating hose reel with 500' sewer hose & leader hose 10'		\$0.00
Cobra brand hose		\$0.00
Reel - Hydraulic feed & retract with manual rotate, HD sewer hose guide		\$0.00
Free reel spin for manual sewer hose retrieval		\$0.00
Weather proof electric control panel, Engine emergency stop		\$0.00
Manually operated clutch for water pump engagement		\$0.00
Heavy duty pressure unloader & adjustable water flow rate valve		\$0.00
In-line filter before water pump		\$0.00
Cold weather re-circulation & air purge system for winterization		\$0.00
Water tank fill level sight gauge		\$0
Fill pipe, hose rack and 25' fire hydrant hose		\$0
16 Gal. Fuel tank, 2-5/16" ball hitch, 7,000lb. GVWR axle		\$0

Section III. Item #2.

Description		Amount
7 Pin Connector, LED trailer lights		\$0.00
Electric brakes with safety break away switch		\$0.00
50' of 3/8" auxiliary hose, reel & wash down gun		\$1,033.00
Nozzle rack 1/2"		\$176.00
Upgrade leader hose, 1/2" X 20' long		\$204.00
LED work light package, 2 additional LED lights - rear mounted		\$737.00
Cone rack without traffic cones - can hold (5) 18" traffic cones		\$161.00
Drain valves for water pump, cold climate		\$549.00
Fender mounted tool box 40" - Black powdercoated - steel		\$1,070.00
Hose footage counter - Reel mounted		\$1,145.00
Hose Guide, spare 665-0004		\$180.00
Hydrant wrench		\$44.00
Manhole hook		\$50.00
Wheel chocks / set of 2		\$86.00
Wireless remote - includes electric actuated clutch		\$5,762.00
WARRANTY: 1 Year warranty on machine excluding wear items, 1 Year warranty on the water pump, 2 Year warranty on the engine, 5 Year warranty on trailer frame and water tank		\$0.00
Local dealer pre delivery inspection		\$0.00
Training and Delivery to customer facility		\$0.00
Freight		\$5,480.00
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER		\$108,436.50
Additional discount offered by local dealer		(\$20,604.50)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT		\$87,832

Section III. Item #2.

**Delivery is**      **Days after receipt of order.**    **SOURCEWELL CONTRACT NO 101221-VAC**  
**VENDOR/CONTRACT HOLDER:**    VAC-CON, INC.    969 HALL PARK RD    GREEN COVE SPRINGS    FL 32043  
**CONTACT:**    M.J. DUBOIS    EMAIL:    [MJDUBOIS@DUCOLLC.COM](mailto:MJDUBOIS@DUCOLLC.COM)    PH: 410-924-1004





# MS800

**A powerful and simple  
to operate vacuum  
hydro-excavation system  
on a trailer-mounted  
steel frame**

## FEATURES

- Simple design and operation
- Easiest hydro-excavator to operate on the market
- Strongest trailer frame on the market, with structural steel tubing
- Standard, tandem axle dually wheels
- Tier 4 diesel auxiliary engine



## WHY A VAC-CON MS800

909, 1,190 or 2,000 CFM @ 16-in Hg PD blower.

4-in Lil' Hummer Silencer.

Fully-enclosed power unit.

845-gallon debris tank with hydraulic dump hoist and 55-degree dump angle.

Fully-opening hydraulic rear door.

4 GPM @ 4,000 PSI water pump.

6-in. decant knife valve on rear door.

325-gallon HDPE water tank.

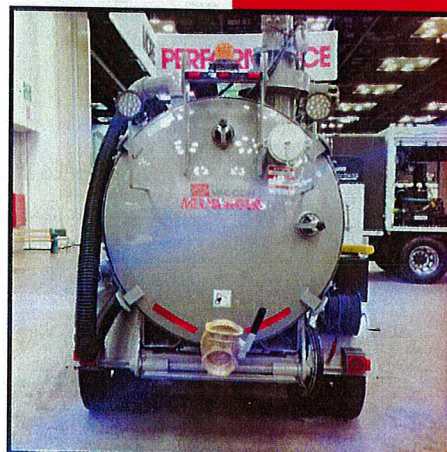
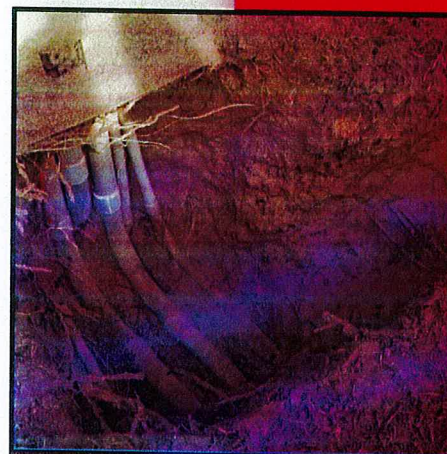
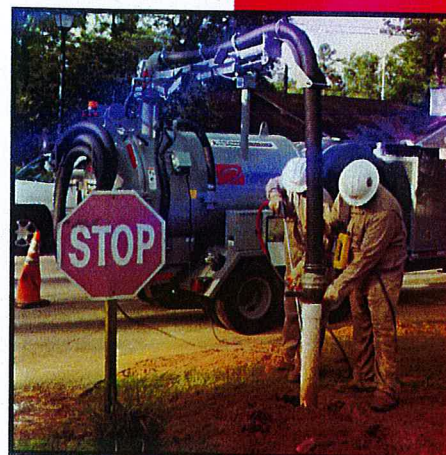
Anti-freeze system.

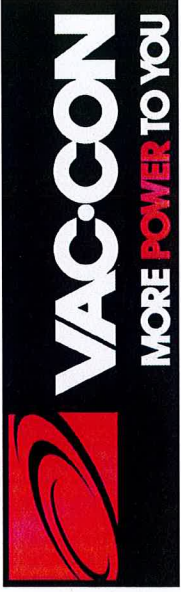
50-ft. x 3/8-in. hose for hydro-excavation.

Optional 9-ft. boom with 24-in. hydraulic extension.

4-in. x 16-ft. boom hose and 30-ft. vacuum hose.

Tooling rack with (2) 6-ft. aluminum extension tubes and (1) 6-ft. aluminum crown nozzle.





3/26/2025 **SOURCEWELL QUOTE FOR A VAC-CON MUDSLINGER TRAILER HYDRO-EXCAVATION MACHINE**  
**SOURCEWELL CONTRACT NO 101221-VAC**

Customer: TOWN OF EATONVILLE

Delivery: FLORIDA

Description	Amount
Vac Con Mudslinger model MS800 trailer mounted combination machine with all standard equipment *Factory Demonstrator*	\$152,950.00
Sourcewell Discount	(\$7,647.50)
74 HP Kubota diesel engine	\$0.00
800 Gallon debris tank	\$0.00
325 Gallon HDPE water tank	\$0.00
1190 CFM/16"Hg	\$0.00
9' Boom with Hydraulic Up/Down & 2' Hydraulic Extension, manual rotation, 4" - 16' boom hose, boom lights	\$13,338.00
Electric jack for trailer	\$1,071.00
LED Arrow stick	\$1,679.00
Decant lay flat hose 6" x 10'	\$146.00
Powered boom - rotate - Not Available on MS 200	\$4,744.00
Rear door hydraulic locks	\$3,336.00
Upgrade to Aluminum Wheels	\$2,006.00
Wireless remote	\$5,469.00
WARRANTY: 1 Year warranty on machine excluding wear items, 1 Year warranty on the water pump, 2 Year warranty on the engine, 5 Year warranty on trailer frame and water tank	\$0.00
Local dealer pre delivery inspection	\$0

Section III. Item #2.



Description		Amount
Training and Delivery to customer facility		\$0.00
Freight		\$5,000.00
TOTAL CONTRACT PRICE		\$182,091.50
Additional Discount Offered By Local Dealer for Factory Demonstrator unit		(\$34,628.50)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT		\$147,463.00

**Delivery is**        **Days after receipt of order.**    **SOURCEWELL CONTRACT NO 101221-VAC**  
**VENDOR/CONTRACT HOLDER:** VAC-CON, INC.    969 HALL PARK RD    GREEN COVE SPRINGS    FL 32043  
**CONTACT:** M.J. DUBOIS EMAIL: [MJDUBOIS@DUCOLLC.COM](mailto:MJDUBOIS@DUCOLLC.COM) PH: 410-924-1004

**THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION**





HISTORIC TOWN OF EATONVILLE,  
FLORIDA

TOWN COUNCIL WORKSHOP

APRIL 15, 2025, AT 6:30 PM

Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Discussion of Registration and Operation of Rental Homes **(WALK ON)**

(Vice Mayor Washington)

**TOWN COUNCIL ACTION:**

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Drafted Ordinance</li></ul>
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

**REQUEST:** Request for the town council to discuss an ordinance regulating the registration and operation of Rental Homes. **(WALK ON)**

**SUMMARY:** In recent years, many formerly private homes have been turned into residential rental units. Those rental units have oftentimes been rented to individuals who because they have no ownership interest in the property have allowed the properties to deteriorate. In addition, problems have occurred because many tenants who have no ownership interest in the real estate have not been concerned about following the Codes of the Town, including Codes which govern maintenance and safety of the property

The Town Council of the Town of Eatonville finds that residential rental properties with the Town are not being properly maintained or managed, creating a potential nuisance for neighboring properties as well contributes to the slum & blights conditions; the council finds that residential rental properties with the Town are not being properly maintained or managed, creating a potential nuisance for neighboring properties as well contributes to the Slum & blights conditions.

The intent of this Ordinance is to collect current and accurate information regarding rental properties and to encourage the appropriate management of those properties in order to protect the general health, safety and welfare of the residents and visitors to the Town of Eatonville

**RECOMMENDATION:** Recommend that the town council discuss an ordinance regulating the registration and operation of Rental Homes.

**FISCAL & EFFICIENCY DATA:** N/A

**TOWN OF EATONVILLE  
ORDINANCE #XXXX-X**

**AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA AMENDING CHAPTER 12, BUSINESSES, IN THE TOWN OF EATONVILLE CODE OF ORDINANCES, CONCERNING THE REGISTRATION AND OPERATION OF RENTAL HOMES; PROVIDING APPLICABILITY; PROVIDING FOR REGISTRATION, INSPECTIONS AND FEES; PROVIDING FOR REQUIRED POSTINGS AND NOTICE; PROVIDING FOR INTERPRETATION AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS, the Town of Eatonville, Florida makes the following findings;**

1. In recent years, many formerly private homes have been turned into residential rental units. Those rental units have oftentimes been rented to individuals who, because they have no ownership interest in the property have allowed the properties to deteriorate. In addition, problems have occurred because many tenants have no ownership interest in the real estate have not been concerned about following the Codes of the Town, including Codes which govern maintenance and safety of the property.
2. In many cases, the owners of the properties live long distance from the Town of Eatonville, Orange County, Florida. As a result, property maintenance of many rental units in the Town has been substandard.
3. The aforementioned findings have caused problems for other homeowners near the rental units.

**WHEREAS,** the Town Council of the Town of Eatonville finds that residential rental properties with the Town are not being properly maintained or managed, creating a potential nuisance for neighboring properties as well contributes to the Slum & blights conditions; and

**WHEREAS,** the Council finds that residential rental properties with the Town are not being properly maintained or managed, creating a potential nuisance for neighboring properties as well contributes to the Slum & blights conditions; and

**WHEREAS,** the Council finds that inadequately maintained and operated properties directly affect the surrounding neighborhoods and the Town as a whole, and that the regular collection and maintenance of accurate information about rental properties will aid in ensuring compliance with this Ordinance and the Code in general; and

**WHEREAS,** the Council, therefore, desires to establish a registration program to educate rental property owners, their managers and tenants, on compliance with various statutory and Code requirements relating to the short-term rental of residential property; and

**WHEREAS,** the intent of this Ordinance is to collect current and accurate information regarding rental properties and to encourage the appropriate management of those properties in order to protect the general health, safety and welfare of the residents and visitors to the Town of Eatonville.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA:**

**SECTION 1. Recitals.**

The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance.

**SECTION 2.** Chapter 12 of the Code of Ordinances, Town of Eatonville, Florida, is hereby amended by creating Article 3, entitled “Rental Homes,” which shall read as follows:

**ARTICLE 3 RENTAL HOMES**

**Sec. 12-70. Applicability; Definitions.**

(a) The provisions of this Article shall apply to “**RENTAL HOMES**” which include any dwelling or group of dwelling units, as defined below, including those units in a single-family unit, condominium, cooperative, or mobile home dwelling located in the Town that is, at any time, available for rent or lease for a period of no less than 180 days. This Article does not apply to motels or hotels as defined below. As used in this sub-section, the term “available for rent or lease” means that the dwelling is actually being offered for rent or lease or is rented or leased for a specified period of time.

(b) All owners of properties subject to the provisions of this Article shall, prior to offering their property for rent or lease to the public, register each dwelling with the Town and apply for a rental housing business license.

(c) In addition to their tenants, the owner of all applicable properties subject to this Article shall at all times be ultimately responsible for compliance with the terms of this Article, and the failure of any tenants or agents of the owner to comply will be deemed noncompliance by the owner.

(d) Definitions. As used herein, unless the context affirmatively indicates to the contrary, the following terms are defined to mean:

**CODES-** any code or Ordinance adopted, enacted and/or in effect in and for the Town of Eatonville, Orange County, Florida concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or residential rental unit. Included within, but not limited by this definition are the following which are in effect as the date of the enactment of this Ordinance; the Uniform Construction Code, the International Property Maintenance Code, International Plumbing Code, International Fire Prevention Code, International Electrical Code, the International Building Code and any duly enacted amendment or supplement to any of the above and any new enactment falling within this definition.

**CODE ENFORCEMENT OFFICER-** the duly appointed Code Enforcement Officer(s) having charge of the Office of Code Enforcement of the Town of Eatonville and any assistants or agents.

**COMMON AREA-** any open area within a structure shared by occupants or that the occupants have the right to share including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements and any room used for parties, social events or the congregation of people, except bedrooms.

**DWELLING UNIT-** One (1) or more rooms used for living and sleeping and occupied by one (1) family.

**EXTERIOR AREA-** The outside façade of a building, including but not limited to any porch, yard, lawn, landscaping, sidewalks, setbacks, curbs, and all open area contiguous to a building owned by the same person or persons or part of the same real estate parcel.

**FAMILY-** An individual, or an individual with children, or a couple and their children, or a group of no more than three (3) UNRELATED PERSONS living together in a dwelling unit.

**HOTEL-** A room or rooms in any building or structure kept, used, maintained, advertised or held out to the public to be an Inn, hotel, apartment hotel, lodging house, boarding house, rooming house, tourist house, dormitory or a place where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals.

**BOARDING HOUSE, ROOMING HOUSE, LODGING HOUSE-** A building arranged or used for lodging with or without meals for compensation by individuals who are not members of the family.

**FULL TIME RESIDENT-** any person who physically inhabits a bona fide residence within the boundaries of Eatonville, Orange County, Florida at the time of application to register a Residential Rental Unit and who continues to physically inhabit this residence at all times during the active registration of that Residential Unit. Documentation to be considered in establishing proof of current residency in the Town is:

1. Proof of a valid Florida issued Driver's License or Florida issued identification card indicating an address located within the boundaries of the Town of Eatonville.
2. Proof of a valid Florida Voter Registration Card indicating an address located within the boundaries of the Town of Eatonville.
3. Proof of a valid Florida vehicle registration in the name of the applicant and indicating an address located within the boundaries of the Town of Eatonville.
4. Other documentation may be taken into consideration to verify proof of Florida residency.

**LANDLORD-** any person, agent, operator, firm, corporation, partnership, association, property management group, or fiduciary having legal, equitable or other interest in any real property; or recorded in the official records of the State, County, or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of such person's estate. When used in this Ordinance in a clause prohibiting any activity or imposing a penalty, the term, as applied to partnerships and associations, shall mean each partner, and as applied to corporations, the officers there, (Same as "OWNER").

**LOCAL AGENT-** an adult individual designated by the owner of a residential rental unit who shall be the agent of the owner for service of process and receiving of notices and demands for the owner under this Ordinance. Every owner who is not a Full-Time Resident of the Town, and/or who does not live within forty (40) miles of the location of the Residential Rental Unit, measured in a straight line from the rental unit to the bona fide residence of the applicant, shall designate a local agent who shall reside in an area that is within forty (40) miles of the location of the Residential Rental Unit, distance measured as above. If the owner is a corporation, a local agent shall be required if an officer of the corporation does not reside within the above reference area. The officer shall perform the same function as a local agent. If the owner is a partnership, a local agent shall be required if a partner does not reside within the above referenced area. Said partner shall perform the same function as a local agent. The local agent shall be the agent of the owner for service of process and receiving of notices and demands, as well as for performing the obligations of the owner under this Ordinance. The identity, address and telephone number(s) of a person who is

designated as local agent hereunder shall be provided by the owner to the Town and the owner shall keep all such information current and updated as it changes.

**OCCUPANT**- an individual who resides in a rental unit, whether or not he or she is the owner thereof (same as “TENANT”).

**OWNER**- any person, agent, operator, firm, corporation, partnership, association, property management group, or fiduciary having legal, equitable or other interest in any real property; or recorded in the official records of the State, County or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of such person’s estate. When used in this Ordinance in a clause prohibiting any activity or imposing a penalty, the term, as applied to partnerships and associations, shall mean each partner, and as applied to corporations, the officers thereof. (Same as “LANDLORD”).

**OWNER-OCCUPIED RENTAL UNIT**- a rental unit in which the owner resides on a regular permanent basis.

**PERSON**- a natural person, partnership, corporation, unincorporated association, limited partnership, trust or any other entity.

**PREMISES**- any parcel of real property in the Town, including the land and all buildings and appurtenant structures or appurtenant elements on which one or more rental units are located.

**QUALIFIED RESIDENTIAL RENTAL UNIT**- A residential rental unit which as met the requirements of this article and for which the annual fee has been paid.

**RELATED PERSONS**- the term “related” shall be restricted to the following relationships; spouse, parent, child, sister, brother, grand-child, grand-parent, or any of these same relationships in a “step” or “in-law” situation.

**RENTAL OCCUPANCY LICENSE**- the license issued to the owner of residential rental units under this Ordinance which is required for the lawful rental and occupancy of residential units.

**RESIDENTIAL RENTAL UNIT**- any structure within the Town of Eatonville that is occupied by someone other than the owner of the real estate as determined by the most current deed for the property. Each apartment within a building is a separate dwelling unit requiring a license.

**ROOMING UNIT**- includes each and every bedroom within a structure such as a boarding house, a fraternity, a sorority, a motel, a hotel, a hospital, a nursing home, a dormitory, a tourist house, seasonal labor housing, or other similar buildings.

#### **Sec. 12-71. Registration, Inspections, and Fees.**

- (a) Rental Property Registration. Every owner of a residential rental unit, on a registration application form issued by the Town, shall register with the Code Enforcement Officer in accordance with the following:

(1) All owners of residential units must register the units with the Code Enforcement Officer within the thirty (30) days after the effective date of this Ordinance.

(2) The registration and licensing of all rental residential properties and the designation of a local agent shall occur on or before February 1 of each year.

(3) Any individual, entity or firm which converts any structure to a residential rental unit or units shall register the residential rental unit or units with the Code Enforcement Officer of the Town of Eatonville within thirty (30) days of the completion of the conversion of the unit or units or within five (5) days of the date within which a tenant or tenants occupies the unit or units, whichever time period is sooner.

(4) In the event of a transfer of ownership, legal or equitable, of a property covered by this Ordinance it shall be the responsibility of both the transferring owner(s) and the new owner(s) to notify the Town of said transfer not more than five (5) days from the date of said transfer of ownership. If the property continues as a Rental Unit following the transfer, the new owner(s) shall register and license the property and comply with all the requirements of this Ordinance within ten (10) days of the date of transfer of ownership, either legal or equitable. In the event that notification and the required registration update is not given within the times set forth above, any Rental Occupancy License previously issued shall become null and void immediately upon the expiration of the allowed time period and the new owner(s) shall be subject to the requirement for inspections as set forth in this Ordinance.

(5) The owner of a residential rental unit must update the registration information on record with the Code Enforcement Officer within ten (10) days of any change to the information set forth in paragraph 6 below.

(6) Registration information shall be provided by all owners and shall include the following:

- a. The names, addresses, and telephone numbers of all the owner(s) of the rental unit.
- b. The name of the Local Agent. If the local agent is a business, both the name of the business and the name of the designated individual responsible for the rental unit shall be provided.
- c. The property address and number of units
- d. The type of rental unit.
- e. The number of Dwelling Units in each Rental Unit.
- f. Maximum occupancy per unit.
- g. Actual number of occupants
- h. Names and addresses of current adult tenants and the number of minor children who reside in the Dwelling Unit.

(7) Any owner of a residential rental unit shall notify the Town within ten (10) days of a new tenant occupying, renting or residing in the owner's residential rental unit.

- (b) Rental Property Inspection. Within 15 working days after receipt of a complete application satisfying the requirements above and the application fee, the Town shall inspect the residential rental property and units to determine compliance with all applicable provisions of the Town's Code, including the property maintenance code, and shall issue the license or provide the applicant with written notice of any defects which must be remedied before a license shall issue.

- (1) This section shall not be interpreted as authorizing the Town to conduct an inspection of any residential rental unit without first obtaining either consent to entry for purposes of inspection by a person having lawful possession and control of the premises or obtaining an inspection warrant pursuant to state law. This provision shall not be interpreted as authorizing the Town to conduct an inspection of any tenant-occupied rental unit without obtaining either the consent of the tenant or other person in possession, or an inspection warrant.
- (2) Each residential rental property and unit regulated by this article shall be reinspected every 24 months, contingent upon Town resources and the number of units to be inspected. The Town shall maintain a reinspection schedule for currently licensed units. In addition, any currently licensed unit or property may be inspected upon reasonable notice. The property owners or their agents shall notify tenants of planned inspections of their residential rental units.

- (3) A tenant may request an inspection of the residential rental property or unit in which he or she currently resides if violations of the International Property Maintenance Code are suspected.
- (4) The Town Council may establish fees for inspections provided under this Article by resolution.

## **Sec. 12-72. General Provisions.**

All owners of dwellings registered as provided herein shall comply with the following:

(1) Local Agent. Each applicant for registration shall at the time of application designate a designated contact for the purpose of addressing the concerns of the tenants or responding to complaints by the Town or other persons regarding the conduct of the occupants of a dwelling subject to regulation pursuant to this Article. When an entity is designated, the registration shall include the name of a specific contact person(s); provided, that in all events, there shall be a designated person available for contact by the Town for each hour or each day, seven days per week. The designated contact shall respond to concerns regarding potential violations of this Article within one (1) hour of receiving a contact call from the Town. The designated contact shall promptly make at least three (3) attempts following the receipt of a complaint from the Town to contact the tenants and resolve the complaint. The designated contact is also responsible for documenting the complaint; the date and time of receipt of the complaint from the Town; the date and time of attempts to contact the tenant(s) and the result of the contact; the nature of the response by the tenant(s); and forwarding that documentation to the Chief Administrative Officer within one (1) hour of their response to the initial complaint.

(2) Occupancy Limits:

a. In no case shall the maximum total occupancy for any dwelling exceed the limits permitted by the Florida Fire Prevention Code or Florida Building Code.

b. In addition to the foregoing, the maximum tenancy occupancy load of any unit shall not exceed two (2) persons for each bedroom, as “bedroom” is defined under the Florida Building Code, in the rental, plus two (2) persons.

c. Before the hours of 7 AM, or after 10 PM, on any day, the occupancy load of the unit may not exceed the maximum allowed number of tenants.

(3) Record Keeping. The owner of each dwelling shall maintain a registry of all tenant(s), their address, telephone number, and e-mail address, and the make, model, year, and tag number of their motor vehicle(s) located at the dwelling. The owner shall maintain this information for each tenant for a minimum of two (2) years. The owner or designated contact shall make the information regarding the current tenant(s) available to the Town within one (1) hour of a request by the Chief Administrative Officer.

(4) Vehicles and Parking. Tenants or guests of any registered unit shall not:

a. Engage in any prohibited parking activities as provided by the Town of Eatonville Code of Ordinances.

b. Park any boat or boat trailer in a residential zoning district, unless fully enclosed in a structure so that it cannot be seen from any abutting property, public way, or waterway. As used in the foregoing sentence, the term “residential zoning district” shall include properties zoned Residential Single Family (RSF) or Residential Multiple Family 6 units per acre (RMF-6).

c. Utilize recreation vehicles for sleeping or overnight accommodations at any property regulated by this Article.

(5) Refuse. As provided by Section 30-26 of the Town of Eatonville Code of Ordinances, refuse, trash, and recycling may not be left out by the curb on a public right-of-way for pick-up until 6 PM on the evening before the scheduled trash or recycling pick-up day with all trash, refuse, or recycling

containers removed thereafter by 6 PM on the evening of the day of refuse, trash, or recycling pickup, as applicable.

(6) Advertisement. It shall be unlawful to offer or advertise any rental home for rent or lease in the Town without that unit first being registered as provided in the Article. Where advertised, the registration number provided by the Town must appear on all forms of advertisement and on the landing or “home” page for the dwelling when advertised over the internet. Alternatively, the registration number of a designated contact or property manager can appear in lieu of the individual property registration numbers.

(7) Compliance with Other Regulatory Authorities. Properties subject to this Article must meet all applicable requirements of state law. To the extent provided by general law, violation of any state law relating to the subject matters contained in the Article shall also constitute a violation of this subsection; provided that no penalty under this Article shall be greater than that authorized by state law for violation of the state law provision.

(8) Hazardous Building Declaration. In the event that a building has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the building may be declared a hazardous building and treated consistent with the provisions of Florida statutes. The Chief Administrative Officer or designee will post the date the rental home shall be vacated and no person shall reside in, occupy or cause to be occupied that rental home until the Town Manager or Town Council permits it.

(9) Evacuation. All rental properties shall be evacuated as required upon the posting of a nonresident evacuation order issued by the Town, County, or State.

(10) Compliance Order. Whenever the Chief Administrative Officer or designee determines that any building or portion thereof, or premises surrounding any of these, fails to meet the provisions of this chapter, a compliance order setting forth the violations of this chapter and ordering the owner, occupant, operator, agent, or designated contact to correct such violations shall be issued.

(11) Tenant Screening. Landlord shall perform all of the following screening requirements for all tenants prior to move-in:

- A. Criminal Background Check. Landlord shall obtain a criminal history for each tenant and each occupant of the premises who is 18 years or older, including information from the Florida Sex Offender Registry, to verify whether the tenant or occupants over 18 years of age are registered sex offenders. Landlord shall keep all criminal histories on file for the full term of the lease.
- B. Income/Employment Verification. Landlord shall obtain income/employment verification from every prospective tenant.
- C. Rental References. Landlord shall obtain and verify contact information for all previous landlords within the last three years.
- D. Application. Landlord shall require each prospective tenant to complete a Rental Application, which shall include the tenant’s social security number and date of birth. Landlord shall keep the Application on file for the full term of the lease.

### **Sec. 12-73. Required Postings and Notice.**

(a) Each registered dwelling shall have a clearly visible and legible notice conspicuously posted within the dwelling, containing the following information:

- (1) The designated contact for the unit and a telephone number where the designated contact may be reached on a 24-hour basis.
- (2) The occupancy limits, total and overnight, for the dwelling.
- (3) The maximum number of vehicles allowed to be parked on the property and the location of on-site parking spaces.
- (4) The trash and recycling pick-up day(s).
- (5) A notice that no fireworks shall be set off and a statement that violators will be prosecuted.



(6) A summary of the Town's noise ordinance.

(b) The information set forth in sub-section (a) must be kept current at all times by the dwelling owner. All tenants must be provided a Code of Conduct summary of the remaining general provisions of this Article including the penalties for violation as set forth in Section 1 of the Town of Eatonville Code of Ordinances, and a copy of the current Town registration.

#### **Sec. 12-74. Interpretation; Enforcement.**

(a) Interpretation. All questions of interpretation, or application, of the provisions of this Article shall first be presented to the Chief Administrative Officer. In interpreting or determining the application of the provisions of this Article, the Chief Administrative Officer shall be guided first by the plain meaning of the words and terms in the code and second by the intent expressed therein. Thereafter, the Town Council shall have the authority to hear and decide appeals from the decision or interpretation of the Chief Administrative Officer.

(b) Enforcement. Any violation of the provisions of this Article may be prosecuted and shall be punishable by, including but not limited to: (i) code enforcement board prosecution for a fine of up to \$500 per violation, per day for continuing repeated violations; (ii) by civil citation up to \$500 per offense; (iii) by the seeking of injunctive relief through the courts, or; (iv) any combination thereof. Each day of renting a dwelling without having a registration certificate issued pursuant to this Article shall constitute a separate and distinct violation of this Article. Tenants and owners may be prosecuted concurrently.

(c) Basis for Sanctions. The Town may, by code enforcement board prosecution, revoke, suspend, deny, or decline to renew any license issued under this Article for part or all of a rental home upon any of the following grounds:

1. Leasing Without A License: Leasing rental homes without a license or units subject to license suspension or revocation;
2. Violation of Codes: Violation of the Town Ordinance Code, Building Code, or Fire Code;
3. Hazardous or Uninhabitable Units: Leasing units that are deemed hazardous or uninhabitable or units within a building that is deemed hazardous or uninhabitable;
4. Commission of a Felony: Commission of a felony related to the licensed activity by the property owner or manager;
5. Consideration of Suspension or Revocation: At any time during a license period, if a rental property does not meet or exceed the criteria established for the current license, the license may be brought forth to the Town Council for consideration of license suspension or revocation;
6. Updated Application Information: Failure to provide updated application information during the license period;
7. False Statements: False statements on any application or other information or report required by this Article to be given by the applicant or licensee;
8. Fees: Failure to pay any application, inspection, penalty, reinspection or reinstatement fee required either by this Article or Town Council resolution;
9. Correction of Deficiencies: Failure to correct deficiencies in the time specified in a compliance order;
10. Inspection: Failure to allow a court-authorized inspection of a rental home;
11. Violation of Statute: Violation of an owner's duties under Florida statutes.
12. Written Tenant Application and Lease Agreement Required: The licensee must screen all potential tenants using a written tenant application. The licensee must use a written lease agreement for all tenants. The licensee must have all tenants execute a Florida crime free housing lease addendum, the form for which being on file with the Town. The written tenant application must include sufficient information so that the licensee can conduct appropriate criminal background checks on prospective tenants. The written tenant application and written lease agreement and the Florida crime free

housing lease addendum for each tenant must be part of the licensee’s files. Upon request the licensee must show proof, satisfactory to the Town and consistent with data privacy laws, that the licensee is maintaining the documents required by this Article. Failures to use, maintain, or provide these documents to the Town upon request is a violation of this Article.

- 13. Codes Violations: Nothing in this article shall preclude or prohibit the Code Enforcement Officer or other Town designee from identifying any code violations or inspecting any property according to the terms of any of the referenced codes at any time, whether or not the particular premises is scheduled for periodic inspection under the terms of this article.
  
- 14. Violations and Penalties:
  - A. The failure of any owner to effect corrections as provided in this article shall be considered a violation of the Town’s Residential Rental Property Ordinance and the procedures and penalties prescribed therein shall be applicable.
  - B. The Town of Eatonville may enforce this Ordinance in equity or through injunctive relief in addition to or in lieu of such civil action before the District Judge. The remedies provided by this subsection are not exclusive and the Town and its Code Enforcement Officer may invoke such other remedies available under this Ordinance or the applicable codes, Ordinances or Statutes, including where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation or non-renewal of the license issued hereunder.
  - C. In the instance of repeated violations of this Ordinance, whether for the same or similar offenses or for various offenses, the Town may, upon the owner being found to have committed the violations in a civil enforcement action before the Code Enforcement Board, revoke the Occupancy License, in addition to any other remedies provided in this Ordinance. Said revocation shall be effective for a period of up to one year, at which time a new application for registration may be submitted and shall be reviewed in accordance with the provisions of this Ordinance. Three license revocations attributed to an owner shall result in a permanent revocation.

In case of continuing code violations of Rental or rental homes without a license, a separate violation occurs each day that the property owner or license holder is in violation of this Article.

- (d) Penalties. Any owner, landlord or tenant of a unit found to be in violation of any provision of this Code shall pay a fine of not less than \$100.00 and not to exceed \$300.00 for each and every offense.
- (e) Fines as imposed through this Ordinance shall be collected as allowable by law.
- (f) In addition to the fines set forth herein, the Town of Eatonville shall be entitled to reasonable attorney’s fees incurred in enforcing this Ordinance. The said fees shall be added to any penalties set forth above.

	Fine Per Unit
First Violation	\$100.00
Second Violation	\$300.00
Third or more within a 12 month period	\$500.00
Renting without a license after 30 days’ notice shall be subject to <u>\$500.00</u> fine per unit and also be a misdemeanor offense.	

## Miscellaneous Provisions

- A. Delivery of Notification shall be as follows:
1. All notices shall be sent to the owner or designated local agent, if applicable by certified mail. In the event that the notice is returned by the postal authorities marked “refused” then it shall be deemed to have been delivered to and received by the addressee.
  2. In the event that the notice is returned by the postal authorities marked “unclaimed” then the notice shall be sent to the owner and/or local agent at the addresses stated on the most current license application for the subject premises by regular first-class mail, postage pre-paid. If such notice is not returned by the postal authorities within five (5) days of its deposition in the U.S. Mail then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. Mail and all time periods set forth above shall thereupon be calculated from said fifth day.
  3. In the event that the notice sent via first class mail is returned by the postal authorities then the Code Enforcement Officer shall post the notice on an entry door of the premises. The notice shall be deemed as delivered to and received by the owner forty-eight (48) hours following the posting.
  4. There shall be a rebuttable presumption that any notice required to be given to the owner under this Ordinance shall have been received by such owner if the notice was given to the owner in the manner provided by this Ordinance.
  5. A claimed lack of knowledge by the owner of any violation hereunder cited shall be no defense to license non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

### **SECTION 3. CODIFICATION.**

It is the intention of the Town Council, and it is hereby ordained that the amendments to the Town of Eatonville Code of Ordinances made by this Ordinance shall be codified, and that the sections of this Ordinance may be renumbered and re-lettered as necessary, and that the word “Ordinance” may be changed to “Section”, “Article”, or other appropriate word.

### **SECTION 4. CONFLICTS.**

All Ordinances or parts of Ordinances and all Resolutions or parts of Resolutions in conflict with the provisions of this Ordinance are hereby superseded and resolved to the extent of any conflict in favor of the provisions of this Ordinance.

### **SECTION 5. SEVERABILITY.**

(a) If any term, section, clause, sentence, or phrase of this Ordinance is for any reason held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the other or remaining terms, sections, clauses, sentences, or phrases, portions of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

(b) That in interpreting this Ordinance, underlined words indicate additions to existing text, and ~~stricken through~~ words include deletions from existing text. Asterisks ( \* \* \* ) indicate a deletion from

the Ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this Ordinance remain unchanged from the language existing prior to adoption of this Ordinance.

**SECTION 6. EFFECTIVE DATE:**

This Ordinance shall become effective on \_\_\_\_\_, 20\_\_\_\_, following its adoption by the Town Council.

**First reading held this \_\_\_\_\_ day of \_\_\_\_\_, 2025**

	<b>AYE</b>	<b>NAYE</b>	<b>ABSENT</b>
Mayor Angie Gardner	_____	_____	_____
Vice Mayor Rodney Daniels	_____	_____	_____
Councilman Marlin Daniels	_____	_____	_____
Councilman Theo Washington	_____	_____	_____
Councilwoman Wanda Randolph	_____	_____	_____

**Second and final Reading held this \_\_\_\_\_ day of \_\_\_\_\_ 2025.**

	<b>AYE</b>	<b>NAYE</b>	<b>ABSENT</b>
Mayor Angie Gardner	_____	_____	_____
Vice Mayor Rodney Daniels	_____	_____	_____
Councilman Marlin Daniels	_____	_____	_____
Councilman Theo Washington	_____	_____	_____
Councilwoman Wanda Randolph	_____	_____	_____

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2025. A.D.**

**TOWN OF EATONVILLE, FLORIDA**

By: \_\_\_\_\_  
Angie Gardner, Mayor

**Attest:**

By: \_\_\_\_\_  
Veronica King, Town Clerk

Reviewed for legal sufficiency:

By: \_\_\_\_\_  
Town Attorney, Cliff Shepard