City Commission Regular Meeting

Agenda

February 25, 2026 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

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assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.

“If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.” (F.S. 286.0105).

please note

Times are projected and subject to change.

1. **Meeting Called to Order**

2. **Invocation - Greg Seán Canning - Florida Ancient Order of Hibernians**

3. **Pledge of Allegiance**

4. **Cultural Partner Presentation - Central Florida Vocal Arts**

5. **Approval of Agenda**

6. **Mayor's Report**

   a. Proclamation - Irish American Heritage Month — 5 minutes

7. **City Manager's Report**

8. **City Attorney's Report**

9. **Non-Action Items**

10. **Public Comments | 5 p.m. or soon thereafter**

    (If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

11. **Consent Agenda**

    a. Approve the minutes of the regular meeting, February 11, 2026

    b. Approve the following piggyback contracts: — 1 minute

       1. Pro Chem, Inc. - GSA #47QSWA21D003T - Industrial Products and Services & Facilities; For the purchase of chemical products and related services to support the operational needs of the Water & Wastewater Department. Contract Term: Through March 30, 2031; Not to Exceed: $150,000

    c. Approve the following contracts: — 1 minute

       1. RFQ27-21 - Kimley-Horn & Associates, Inc. - Continuing Urban Design Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through January 20, 2027
       2. IFB11-23 - Lewis Outdoor - Landscape Maintenance for City Facilities; Request for additional funding through the end term of

the contract (April 16, 2026) and to extend for an additional one (1) year. Contract Term: Through April 16, 2027; Not to Exceed $430,000

d. Approve the following purchases: 1 minute

1. TSC Jacobs, Inc. - Standardized Original Equipment Manufacturer (OEM) provider for Ovivo Eimco Water Technologies clarifier systems. Not to exceed: $300,000

e. Approve Park Avenue Refresh Phase 2 Proposal, Stringfellow Planning & Design 1 minute

12. Action Items Requiring Discussion

13. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

14. Public Hearings: Non Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

a. Resolution 2311-26 — Approving a State Funded Grant Agreement (SFGA) with FDOT and authorizing the Mayor and City Manager to execute the agreement for the Stirling Avenue Bridge Replacement project. 5 minutes

b. Ordinance - Request of Tara Tedrow to amend Chapter 58 "Land Development Code" Article, I, "Comprehensive Plan" so as to add a new policy within the text of the Future Land Use Element to permit the subdivision or lot split of lakefront property that meets specific criteria, which will impact 1020 Palmer Avenue. **The P&Z Board tabled this request until June 2, 2026, and therefore should be tabled by the Commission until June 24, 2026.** 1 minute

15. City Commission Reports

16. Summary of Meeting Actions

17. Adjournment

City Commission

agenda item
6.a

item type
Mayor’s Report

meeting date
February 25, 2026

prepared by
Craig O'Neil, Assistant Director of Communications

approved by

subject
Proclamation - Irish American Heritage Month

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
11.a

item type Consent Agenda	**meeting date** February 25, 2026
prepared by	**approved by** Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, February 11, 2026

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

1. cc-min-2026-02-11

City Commission
Regular Meeting Minutes

February 11, 2026 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present
Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada, and Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman, and Deputy City Clerk Kim Breland

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation

3. Pledge of Allegiance

4. Cultural Partner Presentation - Canceled

5. Approval of Agenda

Motion made by Commissioner Lindsey to approve the agenda, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

6. Mayor's Report

a. UCF College of Nursing

Students from the UCF College of Nursing gave a presentation describing the Winter Park Police Department's Rapid Outreach program, which focuses on building relationships with unhoused individuals. They proposed partnering with the department by adding licensed mental health professionals and nursing case management to the outreach team, working with officers in the field and coordinating service connections that support long-term stability for unhoused individuals in Winter Park.

7. City Manager's Report

- January's electric utility bill was about $2 million higher than normal due to the recent cold weather, with an additional impact expected on the February bill. Staff will present options on how this added cost should be passed through to customers.
- The current citizen survey is being distributed by text, email, and social media in small batches, has already generated strong participation, and does not have a formal deadline, though responses typically taper off naturally.

8. City Attorney's Report

Discussions are ongoing regarding the property owner's request to reduce the liens for 2661 Via Tuscany and he expects a response soon to the city's request to increase their initial reduction to $50k.

- He and the City Clerk are developing language covering Sunshine Law, Public Records, and Code of Ethics to add to the first page of meeting agendas as requested.

9. Non-Action Items

a. Discussion of Potential Impact of Property Tax Legislation

Director of Office of Management and Budget Peter Moore presented an overview of potential Florida legislative proposals to exempt or significantly reduce homesteaded property taxes, highlighting projected financial impacts on Winter Park, including revenue losses ranging from $66 million to $251 million over 11 years under various scenarios. He explained that homestead taxes comprise 21% of the city's annual revenue and 43% of general fund revenues, and that such cuts—while protecting public safety funding—would force deep reductions in services like public works, parks, roads, and capital projects, erode reserves, and shift burdens to non-homesteaded properties and renters.

Consensus was to share the presentation publicly for voter education ahead of the legislature's decision to place on the November ballot. Discussion followed on impacts to emergency reserves and service levels. Staff will monitor developments and provide an update at the budget work session in March.

10. Public Comments | Heard after Item 14.b.

Hattie Bryant, 124 Pennsylvania Avenue, commented on city spending related to property tax relief proposals and suggested reducing programs like the CRA, parks, and sustainability initiatives.

Jim Fitch, 1820 via Genoa, requested limiting non-resident organization events at the 9-hole golf course to prioritize Winter Park taxpayers.

11. Consent Agenda

a. Approve the minutes of the regular meeting, January 28, 2026
b. Approve the following contracts:
   1. RFQ31-22 - KZF Design, LLC - Professional Architectural Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through January 1, 2027
c. Approve the following piggyback contracts:
   1. Amazon.com Services LLC - OMNIA Partners #R-TC-17006 - Online Marketplace Purchase of Products and Services; For as-needed purchases to support City operations and departmental needs. Contract Term: Through January 18, 2027; Not to Exceed: $500,000

Commissioner Lindsey pulled Item 11.c.1 and inquired about the city's Amazon purchasing volume and practices. Mr. Knight detailed order frequency, competitive pricing benefits, and potential for increased local sourcing.

There were no public comments. **Motion made by Commissioner Cruzada to approve the Consent Agenda, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.**

12. Action Items Requiring Discussion

13. Public Hearings: Quasi-Judicial Matters

a. ORDINANCE 3362-26 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE TERMINATION OF THE DISTRIBUTION EASEMENT RECORDED AT OFFICIAL RECORDS BOOK 3941, PAGE 4149 WITHIN THE BOUNDARIES OF THE PROPERTY LOCATED AT 817 ANTONETTE AVENUE AND HAVING ORANGE COUNTY TAX PARCEL NUMBER 07-22-30-1490-02-090; AND AUTHORIZING THE EXECUTION AND RECORDING OF THE NECESSARY TERMINATION OF EASEMENT INSTRUMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING. (2nd Reading)

Attorney Ardaman read the ordinance by title. There were no public comments.

Motion made by Commissioner Cruzada to adopt Ordinance 3362-26, seconded by Commissioner Lindsey. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

b. ORDINANCE 3363-26 – AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE PARTIAL TERMINATION OF THE PLAT DEDICATED SIX FOOT WIDE UTILITY EASEMENT CREATED BY THE DOMMERICH COVE PLAT RECORDED AT PLAT BOOK Z, PAGE 21, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA WITHIN THE BOUNDARIES OF THE PROPERTY LOCATED AT 2923 COVE TRAIL AND HAVING ORANGE COUNTY TAX PARCEL NUMBER 29-21-30-2122-00-140; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING. (2nd Reading)

Assistant City Manager del Valle read the ordinance by title. There were no public comments.

Motion made by Commissioner Cruzada to adopt Ordinance 3363-26, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote

14. Public Hearings: Non-Quasi-Judicial Matters

a. ORDINANCE 3364-26 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE III, OF THE CITY CODE RELATING TO SUBSIDIARY BOARDS OF THE CITY OF WINTER PARK; AMENDING SECTIONS 2-46 THROUGH 2-2-49 TO REVISE GENERAL PROVISIONS GOVERNING THE ESTABLISHMENT, APPOINTMENT, TERMS, PROCEDURES, AND OPERATIONS OF CITY BOARDS AND AD HOC COMMITTEES; AMENDING SECTIONS 2-62, 2-63, 2-64, 2-65, 2-67, AND 2-74 TO REVISE AND CLARIFY

THE COMPOSITION, DUTIES, AND PROCEDURES OF CERTAIN ADVISORY BOARDS; POVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE. (2nd Reading)

Assistant City Manager del Valle read the ordinance by title.

Commissioner Lindsey noted the change to membership requirements to the Public Art Advisory Board that would allow non-resident representatives from museums or art galleries in the city, expressing concern that unlimited non-residents could comprise the 7-member board. He proposed allowing one of the Mayor's appointments to be a non-resident. Commissioner Sullivan suggested allowing up to two non-resident board members representing a museum, art gallery, or visual or performing arts group located in the city.

Sally Flynn, 1400 Highland Road, believes that advisory boards should be composed primarily of city residents.

Motion made by Commissioner Lindsey to adopt Ordinance 3364-26, amending the Public Art Advisory Board member requirements to allow up to two of the Mayor's appointments to be non-resident representatives from a museum, art gallery, or visual/performing arts organization located within the City, seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

b. ORDINANCE 3365-26 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 947, 955, 959 WEST FAIRBANKS AVENUE TO COLLANTES HOLDINGS, LLC FOR USE AS A RESTAURANT, PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE. (2nd Reading)

Assistant City Manager del Valle read the ordinance by title. There were no public comments.

Motion made by Commissioner Russell to adopt Ordinance 3365-26, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote

15. City Commission Reports

Commissioner Russell

- Community meeting on e-bikes and e-scooters is February 17th.
- Commended staff for the successful Winter Park Arts Weekend.
- Applauded Director of Natural Resources Gloria Eby for the Love Your Trees restoration event.

Commissioner Cruzada

- Praised staff for the successful Winter Park Arts Weekend.
- Recognized the Library for the Love your Library "Books and Boots" event.

- Thanked staff for continuing infrastructure improvements near Golfside Drive.

Commissioner Lindsey

- Thanked UCF College of Nursing students for their efforts and dedication.
- Congratulated Tom McMacken for receiving the Lydia Gardner Citizen of the Year award from the Winter Park Chamber of Commerce.
- Acknowledged Harold Ward for receiving a Lifetime Achievement award from the Winter Park Chamber of Commerce.
- Commended Laura Walda for completing her term as chair for the Winter Park Chamber of Commerce.
- Praised staff for the successful Winter Park Arts Weekend.
- Agrees with Mr. Fitch regarding limits on non-resident organization events.

Mayor DeCiccio

- Complimented staff on positive feedback from the Winter Park Arts Weekend.
- Asked about signage for the 28 parking spaces at Bank of America. Mr. Knight reported it is in progress.

16. Summary of Meeting Actions

- Received presentation from the UCF College of Nursing.
- Received a presentation on the impact of property tax reform.
- Approved Consent Agenda.
- Adopted Ordinance 3362, vacating and abandoning an easement at 817 Antonette Avenue.
- Adopted Ordinance 3363, partial vacation at 2923 Cove Trail.
- Adopted Ordinance 3364, amending subsidiary boards with an amendment to the Public Advisory Board to membership requirements.
- Adopted Ordinance 3365, approving the lease agreement for Fairbanks Village Properties.
- Public meeting on e-bikes and e-scooters will be held on February 17.
- Tri-County League of Cities ethics training will be held on February 19.

17. Adjournment

The meeting adjourned at 4:59 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

City Commission

agenda item 11.b

item type
Consent Agenda

meeting date
February 25, 2026

prepared by

approved by

subject
Approve the following piggyback contracts:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
11.c

item type
Consent Agenda

meeting date
February 25, 2026

prepared by

approved by

subject
Approve the following contracts:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item 11.c.1

item type Consent Agenda	**meeting date** February 25, 2026
prepared by Rebecca Watt, Contract Agent	**approved by** Randy Knight, City Manager

subject

1. RFQ27-21 - Kimley-Horn & Associates, Inc. - Continuing Urban Design Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through January 20, 2027
2. IFB11-23 - Lewis Outdoor - Landscape Maintenance for City Facilities; Request for additional funding through the end term of the contract (April 16, 2026) and to extend for an additional one (1) year. Contract Term: Through April 16, 2027; Not to Exceed $430,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Kimley-Horn Associates, Inc. was selected through a competitive process based on their qualifications to support City staff with urban design services. This item represents the fourth of four allowable renewals under the terms of the original agreement.
2. The Parks and Recreation Department utilizes these contracted services to perform landscape maintenance on an as-needed basis, supporting operational needs. This item represents the third of four allowable renewals under the terms of the original agreement.

alternatives | other considerations

fiscal impact

1. Each task order will be brought to the City Commission for approval, with the funding source listed.
2. General Fund

attachments

None

City Commission

agenda item
11.d

item type
Consent Agenda

meeting date
February 25, 2026

prepared by

approved by

subject
Approve the following purchases:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
11.d.1

item type
Consent Agenda

meeting date
February 25, 2026

prepared by
Rebecca Watt, Contract Agent

approved by
Randy Knight, City Manager

subject

1. TSC Jacobs, Inc. - Standardized Original Equipment Manufacturer (OEM) provider for Ovivo Eimco Water Technologies clarifier systems. Not to exceed: $300,000

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. This purchase is being made through an authorized distributor for standardized OEM products utilized in the Water & Wastewater Department's operations and maintenance activities.

alternatives | other considerations

fiscal impact

1. Water & Wastewater Repair & Replacement Fund

attachments

None

City Commission

agenda item 11.e

item type
Consent Agenda

meeting date
February 25, 2026

prepared by
Clarissa Howard, Director of Communications

approved by
Randy Knight, City Manager

subject

Approve Park Avenue Refresh Phase 2 Proposal, Stringfellow Planning & Design

motion | recommendation

Approval

background

Phase 2 of the Park Avenue Refresh Project (slated for January 2027 thru Fall 2027) includes the section of Park Avenue between Garfield and New England Avenues. This scope of work includes starting the Phase 2 analysis of existing conditions, conceptual design, urban design consultant coordination, project management, limited construction services and administration. Landscape architecture, structural, civil and electrical engineer needs are also included as subconsultants under this proposal.

alternatives | other considerations

fiscal impact

The price of $240,250 includes some of the soft costs that will be part of the overall project and are necessary for project planning and budget estimation. Funding will come from contractual services already approved as part of the CRA's annual budget. This work will help inform discussions at the CRA Agency regarding total project cost that will need to be approved during the budget process this summer.

attachments

1. Stringfellow Planning & Design - Park Ave Refresh Phase 2 Proposal

STRINGFELLOW PLANNING & DESIGN

ADD SERVICE

Planning and Design Services

PROPOSAL - SERVICE PHASE 2

Client Information:

Attn: Clarissa Howard
City of Winter Park
401 Park Ave, South
Winter Park, FL 32789

Project Understanding:

The proposed project is in Winter Park, Florida. The scope of work includes Phase 2 analysis of existing conditions, conceptual design, design consultant coordination, project management, and limited construction services. The proposed additional service will involve project management and urban design consulting for ongoing coordination of Phase 2 as well as construction administration services for Phase 1 during this period.

Subject Right of Way (Garfield to New England Ave):

PROPOSAL - SERVICE PHASE 2

SUB-CONSULTANT SCOPE - PHASE 2 (Garfield Ave to New England Ave)		
1. Landscape Architecture (Landscape & Irrigation)		$32,500.00
2. Structural Engineer		$2,500.00
3. Civil Engineer		$86,000.00
4. Electrical Engineer		$8,500.00
Phase 1 Sub-Consultant Construction Administration & Coordination		$8,500.00
PHASE 2 SUB CONSULTANT CONTRACT TOTAL		$138,000.00

PROJECT MANAGEMENT & URBAN DESIGN - PHASE 2 (Garfield Ave to New England Ave)				
Submittal	Task	Hours	Fee	Subtotals
Pre-Submittal	Survey Coordination	3.5	$875.00	
Pre-Submittal	Survey Review (Field Verify)	4	$1,000.00	
Pre-Submittal	Conceptual Urban Design (Simple Base File for Civil Guidance, New England to Garfield)	24	$6,000.00	
Pre-Submittal	Conceptual Urban Design Staff Review Meetings	4	$1,000.00	
Pre-Submittal	Modifications to Concept	8	$2,000.00	
Pre-Submittal	Presentation Materials & Graphics	16	$4,000.00	
COMMISSION HEARING (Design)		2.5	$625.00	$15,500.00
Construction Documents Submittal # 1	Consultant (Civil) Kick-Off and Review	2.25	$562.50	
Construction Documents Submittal # 1	Civil Engineering Coordination for City Staff Meetings	10	$2,500.00	
Construction Documents Submittal # 1	Civil Engineering RFIs & Coordination (June-Sept)	32.5	$8,125.00	
Construction Documents Submittal # 1	Landscape Architecture Hand-off and Coordination (incl. 2 Site Visits)	6.5	$1,625.00	
Construction Documents Submittal # 1	Landscape Architecture RFI & Coordination (July-Sept)	19.5	$4,875.00	
Construction Documents Submittal # 1	Electrical Engineer Kick-Off and Coordination (incl. photometric coordination)	2.5	$625.00	
Construction Documents Submittal	Geotech Coordination and Kick-Off (verify locations and scope)	2.5	$625.00	

# 1				
Construction Documents Submittal # 1	Structural Engineer Hand-Off and Coordination (Geotech/LA Set Meeting)	3.5	$875.00	
Construction Documents Submittal # 1	Permit Submittal #1	10	$2,500.00	
Construction Documents Submittal # 1	Coontractor Submittal for Conceptual Bid	2.5	$625.00	
Construction Documents Submittal # 1	Contractor and Sub-Contractor RFI's on Submittal #1 (incl. 4 site walks)	15	$3,750.00	$26,687.50
COMMISSION HEARING (Budget)		6	$1,500.00	$1,500.00
Construction Documents Submittal # 2	Staff Comment Response Letter (incl. meeting allowance)	4	$1,000.00	
Construction Documents Submittal # 2	Consultant (Civil) Kick-Off and Review	2.25	$562.50	
Construction Documents Submittal # 2	Civil Engineering Coordination for City Staff Meetings	10	$2,500.00	
Construction Documents Submittal # 2	Civil Engineering RFIs & Coordination (Nov-Jan)	32.5	$8,125.00	
Construction Documents Submittal # 2	Landscape Architecture Revision Coordination (incl. 2 Site Visits)	6.5	$1,625.00	
Construction Documents Submittal # 2	Landscape Architecture RFI & Coordination (Nov-Jan)	19.5	$4,875.00	
Construction Documents Submittal # 2	Electrical Engineer Revision Coordination (incl. photometric coordination)	2.5	$625.00	$19,312.50
Urban Design	Morse & Park Parklet Conceptual Design	10	$2,500.00	
Urban Design	Chicane (Briarpatch Large Oak Tree) Conceptual	10	$2,500.00	
Urban Design	Northeast Corner of New England & Park Avenue Conceptual	10	$2,500.00	
Urban Design	Lincoln & Park Avenue West View Conceptual	10	$2,500.00	$10,000.00
Phase 1 Services	Two Hours Per Week Allowance For One Year	104	$26,000.00	$26,000.00
Public Presentation Allowance	Four Total Presentations to CRA, Community or Others	13	$3,250.00	$3,250.00
Urban Design & Project Management Total (May 2026- May 2027)				$102,250.00
PHASE 2 GRAND TOTAL				**$240,250.00**

Contract & Invoicing
This contract will be billed as percent complete of the lump sum total project cost.

Retainage:
The retainer fee is waived.

Additional Work:

This proposal assumes that a satisfactory product includes sub-consultant coordination (see attached proposals) and associated project management and urban design consulting. The added service described above is also included in the scope of this project. Should the CLIENT's needs exceed the scope described herein, the CLIENT will be notified and all additional work shall be approved in writing and agreed upon by both parties.

Exclusions:

Transportation/traffic studies, legal council or other services not expressly mentioned here.

Acceptance:
As our written authorization, please complete, sign and return one copy of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have questions regarding this proposal, please contact 352-217-7710.

Sincerely,

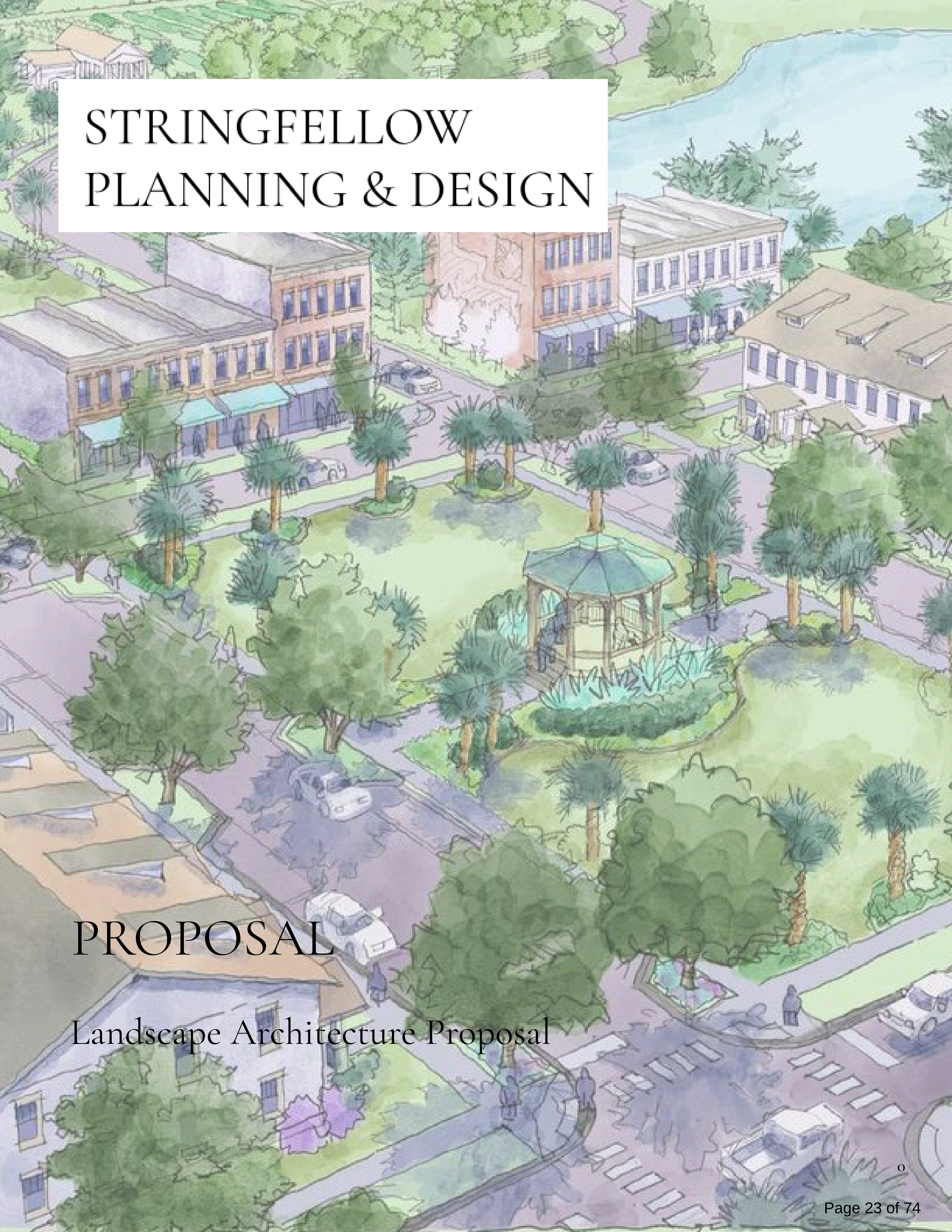
Alex Stringfellow
Stringfellow Planning & Design
Vision Urban LLC

Signed & Authorized By:
CLIENT Signature:______________________________

CLIENT Printed Name: ___________________________

Title: ____

Date: ____



STRINGFELLOW PLANNING & DESIGN

PROPOSAL

Landscape Architecture Proposal

Client Information:

Attn: Clarissa Howard
City of Winter Park
401 Park Ave, South
Winter Park, FL 32789

Re: Park Avenue Refresh Landscape Architecture

Project Understanding

The subject project is located in Winter Park, Florida. The project proposed herein is the streetscape restoration and refresh of Garfield Ave to New England Ave in Winter Park, FL.

Parties to Contract

Vision Urban LLC (dba Stringfellow Planning & Design) shall provide design services for a streetscape restoration (hereinafter referred to as Project) as a consultant to the City of Winter Park (hereinafter referred to as the Client) providing the scope of services listed herein.

Subject Property

I

Scope of Service

Stage 1 - Preliminary Design

a. Permit Level Landscape Documents
Services shall include the preparation of construction level landscape documents to an appropriate scale. Landscape drawings will include information and calculations pertaining to the city's land development code and regulations. Landscape drawings shall indicate all plant material as to location, quantity, type and size. Plans shall include details and plant schedules, specific to the jurisdictional code requirements. The proposed landscape design shall incorporate Florida Friendly Landscaping principles.

b. Tree Removal, Preservation & Mitigation
A drawing shall be provided documenting the removal of existing trees and their replacement. Tree preservation details during construction will also be provided. Mitigation of existing trees that are located within the site boundary is not anticipated within this scope. Calculations will NOT be provided that illustrate compliance with applicable city regulations for the removal, mitigation and replacement of trees. Applicable tree barricading details and notes shall be provided. Existing tree locations and sizes within the limits of work are to be provided by the project's surveyor.

c. Irrigation Design
The irrigation design will include a 100% automatic system. Irrigation drawings shall identify the water source as specified by the civil engineer, mainline, valves, laterals, heads, nozzles, and automatic control systems. The irrigation plan provided shall be designed to an applicable scale matching the landscape plan. Irrigation details, schedules and specifications shall be included to clarify specific elements of the irrigation design. The irrigation system shall comply with all pertinent rules and regulations. Irrigation design shall include demand calculations for meter sizing.

Stage 2 – Project Visioning

a. Concept Design
As part of overall project visioning, Concept Design will include several "discovery" tasks to establish a cohesive look and unique project identity, consistent with site context and coordination with previous and future phases of the project. Concept Design has been partially completed as part of the initial project approval process through the City Commission. Further conceptual exercises will set a tone and reinforce the standards initiated in the early project planning in conjunction with the City of Winter Park. This stage will conclude with the establishment of a brand and identity consistent with the city context. Deliverables for this stage will include a combination of illustrations in the form of color elevations, hand sketches, 3d perspectives, and / or photo documentation. This stage will include one Client review meeting to review the concept direction & presentation materials. The Concept Design stage will represent a 30% level of completion.

Stage 3 – Design Development

Following Client approval of the Concept Design, the Design Development stage shall proceed. In this stage, the Landscape Architect will work to refine the program elements and spaces identified, illustrated and approved in Concept Design. This stage will include the development of various hardscape and landscape details, serving as a translation from the hand-drawn illustrations and 3D Concept Design studies to an electronically transferable AutoCAD format to be shared with other consultants. Deliverables will include an estimate of probable cost, "EOPC" to validate the project's design direction with the Client's budget expectations. It is anticipated that this stage will include one team meeting.

The Design Development stage will represent a 60% level of completion. The following address the following scope, program elements and spaces:

a. Hardscape Design
Drawings shall indicate general design intent of layout, over-all dimensions, details, finishes, and materials of the various elements. Hardscape elements may include sidewalks, plazas, planters, garden walls, water features, and seating areas. Hardscape elements and details shall be illustrated with plan view enlargements and elevations.

b. Landscape Design
An "Enhanced" Planting Plan and Plant Schedule shall be provided identifying all plant material and planting schemes to demonstrate the general design intent. Permit level landscape documents are not required for this project.

Stage 4 – Construction Documents

Following Client review and approval of the Design Development documents and the EOPC, the Construction Document stage shall proceed. The Construction Document stage will represent a 100% level of completion. It is anticipated that this stage will address the following scope, program elements & spaces:

a. Hardscape Design
Drawings shall indicate the final dimensions, details, finishes, materials, and specifications of the various elements. Hardscape elements may include sidewalks, plazas, planters, garden walls, water features, and seating areas. Hardscape elements and details shall be illustrated with plan view enlargements and elevations. Sections shall be included to identify design intent and clarify connections of the various components. (This excludes structural engineering which is provided in a separate proposal.)

b. Hardscape Layout & Geometry
Plans shall include the final layout of all hardscape elements and spaces developed as part of the Landscape Architect's scope of services.

c. Landscape Design
An "Enhanced" Planting Plan shall be provided identifying all plant material as to location, quantity, type and size. Plans shall include planting details, schedules, and specifications specific to the planting installation.

d. Coordination with sub-consultants & project team
Project coordination shall be a perpetual activity throughout the design process. The Landscape Architect shall coordinate with all members of the design team as necessary as related to the scope of work described herein.

Stage 5 - Construction Administration

After the completion of the permit and construction documents, construction administration services will be provided on a limited basis. This will include time required for travel to the site for on-site observation and reporting. It is anticipated that Construction Observation Activities may include, response to project RFIs, consultation with the general contractor for document clarifications, review of submittals- irrigation products / components and plant material photos, site visits for final review & punch list.

Landscape Architecture Scope Items	
Preliminary Design & Project Visioning	
Concept & Design Development	
Construction Documents	
Construction Administration	
Lump Sum Fee –	**$32,500.00**
Reimbursables expenses are at cost and may include prints and incidentals.	

Hourly Rates

Principal --	$250 /HR
Urban Designer --	$200/HR
Landscape Architect --	$180/HR
Planner 1/Administrator --	$60/HR

Scope Exclusions

If the Client authorizes any of the following scope items, each item shall be considered an additional service, over and above the original contractual agreement. The Client and the Landscape Architect shall enter into a separate Contract or addendum to this Contract that will describe the services to be performed and the Compensation to be paid to the Landscape Architect for these services:

1. Grading & Drainage. For the purposes of this proposal, we shall limit grading and drainage design specifically to coordination with the project civil engineer regarding the placement of all plantings and irrigation as related to all drain locations, retention areas, swales and other pertinent grading & drainage information.

2. Arboricultural Inspection & Assessments. When necessary, we shall recommend an ISA certified arborist regarding the review of existing trees proposed to be removed that are in a state of decline or in a condition of failure. No inspections, assessments or reports will be provided by the Landscape Architect.

3. Sub-consultants. Providing services of additional professional consultants not included herein, such as graphics/sign consultant, sign fabrication, structural engineer, lighting engineer, and professional rendering other than what is listed in this proposal.

4. Additional Field Visits. Additional field visits may include, construction administration activities, on site plant inspections, and/or observations of the work on the Project.

5. Meeting Attendance. Attendance at additional meetings, including governmental agency hearings.

6. Permitting & Certifications. Presenting or processing drawings through public or private agencies for the purpose of attempting to obtain approvals, permits, appeals, certification and/or any other processing approval requirement(s).

7. Renderings & Models. Preparation of third-party professional renderings, colored exhibits, or scaled models.

8. Additional Revisions. Revisions of the plans or other contract documents when the revisions are required because instructions by client are inconsistent with approvals or instructions previously given or changes to the Project.

9. Project Phasing. The scope of services and professional fees described herein are based on the assumption that the Project will be designed and permitted as a Phase 2 (Garfield to New England). If it is deemed that the project be sub-divided into sequential phases of design and construction, the fees may require modification.

Any work to be undertaken by the Landscape Architect as an Additional Service will only proceed upon a written approval notification by the Client.

Limit of Liability

Notwithstanding any other provision of this agreement, Vision Urban LLC's (d/b/a Stringfellow Planning & Design) total aggregate liability under or in connection with this agreement, whether arising from contract, warranty, tort (including negligence), strict liability, or otherwise, shall not exceed the total fees paid by the Client.

Acceptance

As our written authorization, please complete, sign and return one copy of this proposal. This proposal expires on 4.15.2026. We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at 352-217-7710.

Sincerely,

Alex Stringfellow
Stringfellow Planning & Design
Vision Urban LLC

Signed: 1.15.2026

Signed & Authorized By:
CLIENT Signature: ______________________________

CLIENT Printed Name: ___________________________

Title: ____

Date: ____

STRINGFELLOW
PLANNING & DESIGN

CLYMER FARNER BARLEY

January 20, 2026 (Revised)
Via email to John Strawder – alex@stringfellowplanning.com

Alex Stringfellow
2735 Woodside Ave
Winter Park, Fl 32789

RE: PROPOSAL FOR Park Ave Refresh Phase 2 PAR-002 (CFB #EP2025.04217)

Dear Mr. Stringfellow:

Clymer Farner Barley, Inc. (CFB) is pleased to furnish this proposal for professional services. A proposed scope of services for work to be performed is provided below.

SCOPE OF SERVICES

This proposal is for engineering services to obtain a City of Winter Park Site Development Permit for the Second Phase of the Park Ave Refresh Project. The improvements will be similar in nature to what is designed for Phase 1 and will extend from Garfield to New England Ave.

Specific tasks and project understanding include:

1. CFB will update and expand the Phase 1 GIS database to cover the proposed Phase 2 improvements. **Fee - $1,000 Lump Sum**
2. CFB will develop a conceptual plan for this alignment utilizing the design aspects in Phase 1 and adapting to this more heavily trafficked corridor. **Fee – $12,500 Lump Sum**
3. CFB will update this concept plan after meeting and discussing with the design team as well as the client. **Fee - $2,500 Lump Sum**
4. CFB will analyze the grading, existing streetscape, proposed improvements and perform engineering calculations to remediate draining / ponding where able. **Fee - $5,500 Lump Sum**
5. CFB understands that the improvements are for street safety and will perform autoturn movements at the proposed modified intersections to ensure compliance with Winter Park Fire. **Fee - $4,500**
6. CFB while analyzing the ponding /drainage remediation will also analyze the ADA compliance of the proposed improvements. **Fee – $8,500 Lump Sum**
7. CFB will refine the geometry based on the above referenced analysis. **Fee - $6,000 Lump Sum**
8. CFB will assemble construction plans for permit submittal and construction. **Fee - $22,000 Lump Sum**
9. CFB will submit the construction plans and address any comments produced by the City of Winter Park. Please note no other agencies are assumed to have jurisdiction. **Fee - $2,500 Lump Sum**
10. CFB will attend and coordinate site visits as needed or requested. **Fee – 6,000 Hourly Not To Exceed**
11. CFB will attend any meetings required to obtain the Basic/Minor Site Plan permit. It is assumed that said meetings will be virtual (Microsoft Teams, Zoom, etc.). Should a meeting be required in person, time for travel to and from said meetings, along with the full duration of the meeting, will be billed at the attached rate schedule. **Fee - $15,000 Hourly Not To Exceed**

SERVICES NOT INCLUDED

- Permit Application Fees.
- Reimbursement per Paragraph II-B (Compensation/Out-of-Pocket Expenses)
- Off-Site utilities design/permitting
- Off-site road or turn lane improvements
- Lift Station Design
- FEMA Permitting
- NPDES Monitoring
- Structural Design Services
- Environmental Services
- Architectural Services
- Geotechnical Engineering
- Transportation Engineering Services
- Landscape and Irrigation Design
- Site Lighting Design
- Survey Services

If this is acceptable, please complete the attached acceptance and return it to our office. We will schedule the work upon receipt of the executed acceptance. This proposal is valid for sixty (60) days from the date of this proposal. Thank you for your time and consideration.

Sincerely,
CLYMER FARNER BARLEY, Inc.

Major Stacy, P.E.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of the duly authorized official of the client in the space provided below. A signed copy of this proposal returned to the Consultant will serve as an agreement between the two parties and the Notice to Proceed, based on date received by CFB. This contract in addition to the Terms and Condition attached will be binding on the parties hereto and party's successors and assigns. Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Clymer Farner Barley, Inc., (CFB) appreciates the opportunity to provide our services for this project. Should you have any questions concerning this proposal, please feel free to contact us at (352) 748-3126.

	Clymer Farner Barley, Inc.
Client	Consultant
Signature	Signature
	Major Stacy
Print Name	Print Name
	Director
Title	Title
Date	Date

Clymer Farner Barley, Inc.

2026 HOURLY RATE SCHEDULE

TITLE	RATE
PRINCIPAL	$255.00/HOUR
SR. VICE PRESIDENT	$245.00/HOUR
ENGINEER VII	$240.00/HOUR
ENGINEER VI	$225.00/HOUR
ENGINEER V	$211.00/HOUR
ENGINEER IV	$196.00/HOUR
ENGINEER III	$184.00/HOUR
ENGINEER II	$176.00/HOUR
ENGINEER I	$145.00/HOUR
CAD PROFESSIONAL VI	$185.00/HOUR
CAD PROFESSIONAL V	$171.00/HOUR
CAD PROFESSIONAL IV	$158.00/HOUR
CAD PROFESSIONAL III	$151.00/HOUR
CAD PROFESSIONAL II	$127.00/HOUR
CAD PROFESSIONAL I	$60.00/HOUR
LANDSCAPE ARCHITECT III	$155.00/HOUR
LANDSCAPE ARCHITECT II	$135.00/HOUR
LANDSCAPE ARCHITECT I	$113.00/HOUR
INSPECTOR	$110.00/HOUR
CONSTRUCTION MANAGER III	$225.00/HOUR
CONSTRUCTION MANAGER II	$191.00/HOUR
CONSTRUCTION MANAGER I	$155.00/HOUR
DIRECTOR OF ADMINISTRATION	$215.00/HOUR
COORDINATOR II	$169.00/HOUR
COORDINATOR I	$126.00/HOUR
ADMINISTRATIVE ASSISTANT III	$102.00/HOUR
ADMINISTRATIVE ASSISTANT II	$90.00/HOUR
ADMINISTRATIVE ASSISTANT I	$78.00/HOUR
SOFTWARE DEVELOPER III	$113.00/HOUR
SOFTWARE DEVELOPER II	$127.00/HOUR
SOFTWARE DEVELOPER I	$98.00/HOUR
GIS/MAPPING DIVISION HEAD	$240.00/HOUR
GIS ANALYST II	$170.00/HOUR
GIS ANALYST I	$145.00/HOUR
GIS TECHNICIAN III	$170.00/HOUR
GIS TECHNICIAN II	$152.00/HOUR
GIS TECHNICIAN I	$124.00/HOUR
DIRECTOR OF ENVIRONMENTAL SCIENCES	$243.00/HOUR
SCIENTIST III	$117.00/HOUR
SCIENTIST II	$104.00/HOUR
SCIENTIST I	$90.00/HOUR

RATESHEET_01_01_2026

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the Proposal for Services) by which CLYMER FARNER BARLEY, Inc. (CFB) has agreed to perform certain professional engineering and/or surveying services for and on behalf of ____, (Client). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the Agreement) for the provision of services by CFB to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement other than non-payment. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, CFB shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of suspension of the project for more than three (3) months, CFB shall, at its option, be permitted to terminate this Agreement without liability to Client upon seven (7) days written notice to Client. Further, if said termination is prior to CFB's completion of all reports contemplated by this Agreement, CFB may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CFB in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from CFB, together with all reasonable termination costs and expenses.

C. DOCUMENTS:

All original drawings, computations, details, design calculations, and electronic media that result from services performed by CFB pursuant to this Agreement are and at all times shall remain the property of CFB. Upon payment in full for services completed, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of CFB.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by CFB for and on behalf of Client and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between CFB and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this agreement was executed and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of CFB and Client. If any of said regulations change during the permitting and design phase of this project, CFB reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

CFB cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. CFB agrees that it shall exercise its best efforts to try to obtain all the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due CFB regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

CFB shall be fully compensated by Client for all additional services performed by CFB, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement. Client must sign a separate authorization to proceed form (a Change Order) for each change in scope of services requested by Client before CFB is obligated to perform the revised scope of services. In the absence of a Change Order executed by Client, CFB shall proceed according to the original scope of services as set forth in this Agreement.

2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.

3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by CFB, CFB shall be reimbursed for all out-of-pocket expenses incurred by CFB, including, without limitation: blueprints, copies, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area. Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by CFB.

C. INVOICES:

CFB will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. CFB shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to CFB have been paid.

Payment is due within thirty (30) days after receipt of the invoice unless your project requires a deliverable in which payment is due prior to receipt of the deliverable. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. CFB shall be entitled to recover any and all costs incurred, including attorneys' fees (“Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney’s fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay CFB for its services in accordance with the above Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify CFB in writing within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and CFB shall be entitled, upon seven (7) days written notice to client to terminate this Agreement or, at its option, suspend its performance without liability to Client for such suspension until all sums then due under this Agreement have been paid.

If CFB is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, CFB shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records at a rate of 1.5 times CFB’s standard rates.

III. MISCELLANEOUS

A. FORCE MAJEURE:

CFB shall not be liable for any delays or failure in performance due to contingencies beyond CFB's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, CFB's time for performance shall be extended for such time as may be reasonably necessary to enable CFB to perform.

B. LIMITATION OF LIABILITY:

Client agrees that the work and services created or performed pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit, guidance or reliance of any third parties. Client acknowledges and agrees that in no event shall the liability of CFB in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by CFB under this Agreement. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither CFB nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

It is intended by the parties to this Agreement that CFB’s services under this Agreement shall not subject CFB’s individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CFB and not against any of CFB’s employees, shareholders, officers, managers, members or directors.

PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF CFB SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between CFB and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on CFB unless made in writing and duly executed by an authorized representative of CFB.

D. WAIVER:

The failure of CFB to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of CFB with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings.

F. DISPUTES:

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by and interpreted in accordance with the laws of the State of Florida. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the court of competent jurisdiction in Sumter County, Florida.

Upon written request by either party to this Agreement for mediation of any dispute, Client and CFB shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than $100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of CFB's, whichever date shall occur earlier. All mediation, arbitration or other proceedings under this Agreement shall take place in Sumter County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than $100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

H. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY):

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF CFB (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF CFB), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

I. INSURANCE:

CFB carries Workers' Compensation insurance as required by Florida law, Professional Liability insurance in the amount of $2,000,000 per occurrence/$2,000,000 aggregate, and Commercial General Liability insurance in the amount of $1,000,000 per occurrence/$2,000,000 aggregate. CFB will maintain the types of insurance and the amounts of coverage described in this section throughout all times this Agreement shall remain in effect. If the Client requests that CFB obtain any other types of insurance or insurance coverage in any amounts in excess of those stated herein, CFB will exercise good faith efforts to obtain such additional type(s) of insurance or such increased amount(s) of insurance coverage. Client shall be responsible for all costs incurred by CFB for all additional types of insurance and for all increased amounts of insurance coverage that Client shall request and that CFB shall be able to obtain.

J. STANDARD OF CARE:

Service performed by CFB under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, CFB shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by CFB. If CFB is considered to be liable jointly with any third parties, the portion of damages payable by CFB shall be limited to the portion of liability which is attributable to CFB's breach of the Standard of Care on a comparative fault basis. Client acknowledges that CFB's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with a right of reliance in or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or CFB.

K. INDEMNIFICATION BY CLIENT

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless CFB, and its officers, directors, members, managers, agents and employees and any of them (collectively, the "CFB Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), due to or claimed to be due to the negligent acts, omissions, or default of Client.

Notwithstanding the foregoing, the CFB Parties shall not be entitled to indemnification hereunder for any Losses resulting from the CFB Parties' negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees).

Except as set forth in the preceding sentence, the CFB Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any CFB Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client's of its obligations under the Agreement, and (iii) exposure of CFB's employees or agents to any hazardous materials at the jobsite.

Upon notice by the CFB Parties, Client shall defend the CFB Parties with counsel chosen by Client and approved by CFB, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the CFB Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the CFB Parties for the loss, claim, or damage, but excluding any duty to defend in the event any claim is made that CFB is negligent or otherwise responsible in any way for said claim.

CFB agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Client, and its officers, directors, members, managers, agents and employees and any of them (collectively, the "Client Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), due to or claimed to be due to the negligent acts, omissions, or default of CFB.

September 3, 2025

Taylor Brock, CNU-A, LEED AP
Stringfellow Planning & Design
Winter Park, FL 32789

Ref: Park Avenue Refresh Ph 2 -Site Electric
Winter Park, FL

Dear Mr. Brock:

Thank you for considering **MiGre Engineers, LLC** (**MIGRE**) for your engineering design services on the above referenced project. We have reviewed the request and offer the following proposal for your review and comment.

Our Scope of Services, to our comprehension, is to provide Electrical Engineering Design Services for a project consisting of Secondary Site Electrical Distribution for Phase 2:

- Garfield Ave to New England Ave

Electrical Engineering Design for running Power from Meters/Panels (by others) to Poles, with (1) Junction Box for Lights, Junction Box for Outlets and Wifi, and Connecting to Receptacles, Traffic Signals, Pedestrian Crossing Lights, and possible Digital Sign at the corner of Park & Canton.

Our proposed fees for this Scope of Services are:

Electrical Engineering Design	$7,000.00
Construction Administration Includes Shop Drawing Review and RFI Responses. Equal Monthly Billings for 3 Months at the commencement of construction.	$1,500.00
Site Observation Visit (by Request)	$850.00

Changes in the Scope of Services, substantial Owner initiated changes during design, changes initiated after Permit Documents are issued, or Value Engineering will be incorporated, as directed by the Architect, into our Construction Documents as Additional Services to the Contract and will not be performed as part of our Basic Services agreement. If MIGRE is required to meet with Building Officials to facilitate Permit Drawing submission or approval, this meeting will be attended as Additional Services to the Basic Agreement.

Fees for Basic Services will be billed monthly based on work completed.
All invoices are **due upon receipt**. All invoices unpaid after 30 days from invoice date will accrue interest at the rate of 1% per month. The rates noted above are valid for ninety days after the date of issue of this proposal. Thereafter, rates may be adjusted to reflect the current billing rates of **MIGRE.**

Additional reimbursable expenses such as overnight mailing, travel to meetings requested by the Architect or the Owner, transportation, meals, final plotting, and printing, etc. will be billed and reimbursed at cost plus 10%.

Project Plotting and printing of any phase of the Project will be the responsibility of the Architect/Owner. **MIGRE** will transmit appropriate AutoCAD Drawing files to the Architect/Owner for his use, or **MIGRE** will transmit appropriate AutoCAD Drawing files to a professional printing service, in a timely manner, for plotting and printing and delivery to the Architect/Owner, as directed by the Architect/Owner, and will be billed to the Architect/Owner at cost plus 10%. This proposal is based upon receiving background files in an AutoCAD compatible format. BIM compatible Drawing and Design are excluded from this proposal.

If additional services are required of the Consultant other than those listed herein, Consultant will provide these services on an Hourly Rate as follows:

Principals	-	$250.00/hr	Project Manager	-	$175.00/hr
Engineers	-	$200.00/hr	Draftsmen	-	$125.00/hr
Designers	-	$175.00/hr	Administrative	-	$100.00/hr

Architect/Owner agrees that acceptance of this proposal is further subject to **MIGRE** scheduling constraints that may arise after submission of this proposal. Scheduling is done on a first come first serve basis.

MIGRE maintains Professional Liability Insurance of two million dollars. The total professional liability obligation of **MIGRE**, its engineers, officers, directors,artners, employees, agents, and consultants for services performed under this proposal will not exceed the monetary sum of this proposal.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, MIGRE ENGINEERS, LLC IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Thank you for the opportunity to propose our services on this project.

Sincerely,

MiGre Engineers, Inc.

M Walton

Matt Walton
President

Accepted by:

Stringfellow Planning & Design

____
Signature

____
Title Date

City Commission

agenda item 14.a

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
February 25, 2026

prepared by
Charles Ramdatt, Director of Public Works

approved by
Randy Knight, City Manager

subject

Resolution 2311-26 — Approving a State Funded Grant Agreement (SFGA) with FDOT and authorizing the Mayor and City Manager to execute the agreement for the Stirling Avenue Bridge Replacement project.

motion | recommendation

Approve the State Funded Grant Agreement and the accompanying Resolution for the Stirling Avenue bridge replacement.

background

The City of Winter Park's Stirling Avenue bridge is a deteriorating wooden bridge that is several decades old. Following years of concern regarding the structural integrity and general aesthetics of the bridge, city-funded structural assessment and load rating exercises were performed. The less than favorable results of those exercises led to the City's authorizing of a design for a replacement bridge. The new design will facilitate the construction of a concrete bridge with improved vertical clearance over Howell Creek.

Efforts to obtain additional funding for the new bridge resulted in a State of Florida legislative and gubernatorial approval of $500,000 for the construction of the project. This funding is being provided through the Florida Department of Transportation (FDOT). City staff and continuing consultant Kimley-Horn and Associates have been coordinating with FDOT in the developing of a State Funded Grant Agreement (SFGA), and in revising the substantially completed construction documents to ensure consistency and compliance with FDOT's specific design and construction protocols.

Advertisement for construction bids is expected within the next month and construction is anticipated to commence in the Spring of this year.

alternatives | other considerations

fiscal impact

The current estimated project cost is $1,607,731.00. This estimate, per FDOT requirements, will be updated before the project is advertised for bids. Construction of the new bridge will be funded by this referenced SFGA and by Multi-Modal Transportation Impact Fees. Currently the city has $2.4 million in the impact fund.

attachments

1. Resolution 2311-26 FDOT Grant Agreement for Stirling Bridge Project
2. Resolution attachment - Grant Agreement

RESOLUTION 2311-26

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING A STATE FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY REGARDING THE STIRLING AVENUE BRIDGE REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park ("City") is undertaking the Stirling Avenue Bridge Replacement Project and has requested the State of Florida for funding assistance; and

WHEREAS, State of Florida Department of Transportation ("FDOT") is willing to give the City a partial funding assistance grant for the Project subject to the terms and conditions of a State Funded Grant Agreement; and

WHEREAS, the funding source for the Project grant is pursuant to Specific Appropriation 1871A of Ch. 2025-198, Laws of Florida, Local Transportation Projects, (ALN 55.039); and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City and the general public to perform the Project, to accept the State of Florida grant funding for the Project and to enter into the required State Funded Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1: Recitals. The above recitals are true and correct and constitute findings of the City Commission.

SECTION 2: State Funded Grant Agreement Approval. The City Commission hereby approves the State Funded Grant Agreement with FDOT for Project attached to this Resolution. The City Commission further authorizes the Mayor or the City Manager to execute the State Funded Grant Agreement attached to this Resolution on behalf of the City. Further, the City Manager is authorized to execute the related agreements and instruments concerning the Project grant on behalf of the City and to take actions necessary to comply with the terms of the State Funded Grant Agreement.

SECTION 3: Conflicts. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 25th day of February 2026.

____
Mayor Shelia DeCiccio

ATTESTED:

____
City Clerk, Rene S. Cranis

STATE-FUNDED GRANT AGREEMENT

FPN: 456999-1-54-01	Fund: EM26 Org Code: 55054010508	FLAIR Category: 088862 FLAIR Obj: 751000
FPN: 456999-1-54-01	Fund: LF Org Code: N/A	FLAIR Category: N/A FLAIR Obj: N/A
FPN: ______	Fund: ______ Org Code: ______	FLAIR Category: ______ FLAIR Obj: ______
County No: 75	Contract No: ______	Vendor No: F596000454017

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on ______________________,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the City of Winter Park, ("Recipient"). The
Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   ☒ Specific Appropriation 1871A of Ch. 2025-198 , Laws of Florida, Local Transportation Projects , (ALN 55.039)

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Stirling Avenue Bridge Replacement project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before May 31, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $1,607,731.00 (One Million Six Hundred Seven Thousand Seven Hundred Thirty-One Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $500,000.00 (Five Hundred Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed percentage to be determined based on the final contract amount % of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: <u>N/A</u>

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF WINTER PARK

By: ______________________

Name: ______________________

Title: ______________________

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: ______________________

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: ______________________

Name: ______________________

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 456999-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

the City of Winter Park (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Stirling Avenue Bridge Replacement project is with the City of Winter Park (Recipient). The limits of the project extend along Stirling Avenue from approximately 40 feet east of the intersection at Lakeview Drive to approximately 311 feet from the intersection at Lakeview Drive. The total length of the project is approximately 270 feet.

This project is replacing an existing timber box culver located on Stirling Avenue, approximately 200 feet east of Lakeview Drive. The project consists of demolishing the existing timber culvert and replacing the structure with a concrete cast-in-place flat slab bridge. The bridge provides two travel lanes and two sidewalks. The project includes minor roadway, drainage, and utility improvements to facilitate the culvert replacement. Roadway work includes introducing two 60-foot vertical curves to increase vertical clearance over the canal. Curb and gutter will be added along the limits of reconstruction.

Some proposed improvements include:
- Sheet pile retaining walls
- Cast-in-place concrete flat slab bridge
- Rubble rip-rap
- Stormwater piping
- Utility relocation work
- Sidewalk modification
- Minor roadway reconstruction including curb and gutter

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, and sod.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and is currently ongoing. A general use permit for the project, from St. Johns River Water Management District, has been obtained. US Army Corps permit has been received. Right-of-way acquisition is not required. Temporary easements are on-going. The City of Winter Park (Recipient) shall construct the project within the limits of the existing right-of-way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Before beginning Construction, you must request Notice to Proceed from D5-LocalPrograms@dot.state.fl.us. Please provide a copy of the executed construction contract and the signed letter certifying the Right-of-Way/CCNA requirements when requesting the Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

In accordance with the SFGA terms and conditions the Department reserves the right to perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by April 15, 2026.
b) Construction Duration of 227 days.
c) Construction to be completed (Final Acceptance) by January 21, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Per the approved appropriation application, the Recipient has committed a Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount – based on the requirements of the approved appropriation. In the event the final Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Winter Park 401 South Park Avenue Winter Park, Florida 32789	456999-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025-2026**	Maximum Department Participation (Local Transportation Project)	$1,607,731.00	$1,107,731.00	$500,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,607,731.00 %	$1,107,731.00 %	$500,000.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,607,731.00	$1,107,731.00	$500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and THE CITY OF WINTER PARK

PROJECT DESCRIPTION: Stirling Avenue Bridge Replacement

FPID#: 456999-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: ____

Name: ____

Title: ____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, ____________________________ P.E.

SEAL:

Name: ____

Date: ____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ Local Transportation Projects, (ALN 55.039)

***Award Amount:** $500,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

City Commission

agenda item
14.b

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
February 25, 2026

prepared by
Allison McGillis, Director of Planning and Zoning

approved by

subject
Ordinance - Request of Tara Tedrow to amend Chapter 58 "Land Development Code" Article, I, "Comprehensive Plan" so as to add a new policy within the text of the Future Land Use Element to permit the subdivision or lot split of lakefront property that meets specific criteria, which will impact 1020 Palmer Avenue. **The P&Z Board tabled this request until June 2, 2026, and therefore should be tabled by the Commission until June 24, 2026.**

motion | recommendation

background
This request was tabled by the P&Z Board until June 2, 2026. Because this is a Comprehensive Plan amendment, and under Florida Statute § 163.3194 the governing body should consider the recommendation of the local planning agency (P&Z Board) before taking action, the Commission should table this item until June 24, 2026.

alternatives | other considerations

fiscal impact

attachments
None