

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, VALERIE THEATRE, 207 COURTHOUSE SQUARE
August 20, 2024 - 5:30 PM**

NOTICE TO THE PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

ENCLOSURES*

- 1) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
 - a) Citrus County Sheriff's Office - Quarterly Report
- 5) PUBLIC HEARINGS / WORKSHOPS**
 - a) Entertainment District Ordinance Amendment*
 - b) Annexation Request 1155 S. Prospect Terrace*
 - c) Annexation Request 1157 S. Prospect Terrace*
- 6) OPEN TO THE PUBLIC**

The public is invited to speak. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)
- 7) CITY ATTORNEY REPORT**
- 8) CONSENT AGENDA**
 - a) Bill Listing*
 - b) Council Minutes* - 08.06.2024

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INVERNESS, FLORIDA, VALERIE THEATRE, 207 COURTHOUSE SQUARE
August 20, 2024 - 5:30 PM**

9) CITY CLERK'S REPORT

- a) Declaration of Surplus Equipment - Parks & Recreation and Public Works

10) CITY MANAGER'S REPORT

- a) Statewide Mutual Aid Agreement and Resolution*
- b) Audit Services RFP and Selection Committee
- c) Annual Road Improvement RFP 2024-02 DPW Bid Award*
- d) Project and Program Updates
 - Small Town Saturday Night
 - Cootertober
 - FY 2025 Budget Development
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

- a) Mayor Plaisted
- b) Councilwoman Bega
- c) Councilwoman Hepfer
- d) Councilwoman Lizanich
- e) Councilman Davis
- f) Councilman McBride

12) NON-SCHEDULED PUBLIC COMMENT

(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)

13) ADJOURNMENT

- a) **DATES TO REMEMBER**
Under Siege Enterprises Presents – Murder on the Lido Deck
Friday, August 23, 2024 @ 7:30pm
Saturday, August 24, 2024 @ 3:30pm
Sunday, August 25, 2024 @ 3:30pm
Valerie Theatre

Small Town Saturday Night – Lynnyrd Skynyrd Tribute Band Nuthin'

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Fancy

Saturday, August 31, 2024 from 5:00pm – 9:00pm

Downtown Inverness

Inverness City Council Regular Meeting

Tuesday, September 3, 2024 @ 5:30pm

Inverness Government Center

*Every Tuesday @ 6:00pm Kickball League Whispering Pines
Park

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Entertainment District Ordinance Amendment*

CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development

Enclosures: 1. Aug 20 Encl Ordinance 2024-839 Downtown Entertainment District

The City has been hosting events in the Downtown Business District for over a decade. The approach relied on the closures of streets and the time from time provision of open container alcohol sales by way of a partnering non-profit. The state allows a non-profit to obtain a temporary alcohol sales permit three times a year for the purpose of fundraising. Though this was the City's approach to downtown events it directly competed with the bars, pubs, and restaurants downtown.

The COVID 19 pandemic caused the City to review and modify its approach to a number of business practices including but not limited to its conduct of downtown events. In researching/reviewing various approaches to continuing with downtown events while providing an environment for controlled alcohol sales that does not compete with the aforementioned businesses, one approach became the clear standout.

The state allows for the establishment of certain geographically defined Entertainment Districts by way of local ordinance adoption. This type of ordinance would allow for temporary expansion of premises for the purpose of beer and wine sales by businesses within the defined area under certain guidelines and controls.

The Florida Legislature must also approve, by Local Bill, an exception to Chapter 561, F.S., permitting licensed vendors located within the Downtown Inverness Entertainment District to sell alcoholic beverages for consumption on the licensed premises to receive a special permit during special events, approved or declared by the city manager. This allows the sale of alcoholic beverages in open containers for consumption off the licensed premises but within the entertainment district.

Legislative approval was provided by House Bill 1107 which passed the House on February 25, 2022, the Senate on March 10, 2022, and approved by the Governor on May 6, 2022.

City Council moved forward in May of 2021 with adoption of Ordinance 2021-771 which amended parts of Chapters 4 and 18 of the Code of Ordinances. The Ordinance specifies that only the sales of beer and wine would be allowed into the Entertainment District Area, a person may

only possess one drink at a time, and the container must be no greater than 16-ounces and be City-approved.

Sidewalk cafes, Small Town Saturday Night and other events have benefited the community and businesses within Downtown Entertainment District made possible by House Bill 1107 and Ordinance 2021-771. The City has been operating under Ordinance 2021-771 for more than two years.

Local business owners have indicated a desire to add the sale of alcohol to the currently approved beer and wine sales. This could be accomplished by including liquor or distilled beverages in Section 18-34 (1). This section specifically does not include liquor or distilled beverages and could be changed by including liquor or distilled beverages in the definition of alcoholic beverages.

1. *Definitions.* For the purpose of this section and the on-sidewalk possession/consumption of alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and shall specifically not include liquor or distilled beverages.

Including liquor and distilled beverages is a potential opportunity to incorporate existing businesses into downtown events, increase walk ability between businesses during an event, increase activity within the Downtown Business District to promote more events, and to encourage downtown establishments to work together and increase revenue from downtown events.

It is recommended that Council review and deliberate for consideration for final adoption of the proposed Downtown Entertainment Ordinance. Additionally, should certain elements need to be modified or considered, the Council should put forth such in any motion to approve.

Recommended Action:

1. Allow staff to speak
2. Allow effected businesses to address Council
3. Motion, second, and vote to read Ordinance 2024-839 by title only.
4. Deliberate the Matter
5. Motion, second, and vote to adopt Ordinance 2024-839 on a first reading by roll call

If you wish to discuss this further, please contact me at your convenience.

Eric Williams

ORDINANCE 2024-839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 18-34, "OUTSIDE CONSUMPTION IN THE DOWNTOWN ENTERTAINMENT DISTRICT (1) DEFINITIONS"; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Inverness has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 166, Florida Statutes; and

WHEREAS the City allowed downtown businesses to expand their sidewalk cafe footprints to help compensate for the lack of initial indoor dining capacity during Florida's COVID-19 p; and

WHEREAS, the Florida Legislature approved House Bill 1107 which was approved by the Governor on May 6, 2022 which provided an exception to Chapter 561, F.S., permitting licensed vendors located within the Downtown Entertainment District to sell alcoholic beverages for consumption on the licenses premises to receive a special permit during special events to allow the sale of alcoholic beverages in open containers for consumption off the licenses premises but within the entertainment district; and

WHEREAS, the Inverness City Council adopted Ordinance 2021-771 on May 21, 2021, amending Chapter 4, Alcoholic Beverages; Amending Section 18, Streets and Sidewalks; and creating Article V, Downtown Commercial District; and

WHEREAS, Section 18-34 – Outside Consumption in the Downtown Entertainment District (1) Definitions for the possession/consumption of Alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and shall specifically not include liquor or distilled beverages; and

WHEREAS, the City would like to allow liquor and distilled beverages in the Downtown Entertainment District; and

WHEREAS, the City prefers more walkability between businesses and events where customers stay longer and move from business to business; and

WHEREAS, the City desires to increase activity within the Central Business District to promote more district wide and site-specific events; and

WHEREAS, the City fosters a mutually beneficial relationship among downtown merchants; and

WHEREAS, this Ordinance has been properly read and advertised as provided by Florida law and the required meetings and hearings have been conducted on its adoption; and

WHEREAS, the City Council finds that this Ordinance is in the best interest and welfare of the citizens of the City of Inverness.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF INVERNESS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above referenced "Whereas" clauses are true and correct and constitute legislative findings of the City Council.

Section 2. Adoption. Chapter 18, Section 18-34 – Outside Consumption in The Downtown Entertainment District (1) Definitions of the City of Inverness Code of

Ordinances, is hereby amended to read as stated in the attached Exhibit "A," which is hereby incorporated as if fully set forth herein.

Section 3. Codification. Exhibit "A" of this Ordinance shall be codified and made part of the City of Inverness Code of Ordinances. The sections of this Ordinance, including Exhibit "A", may be renumbered or re-lettered to accomplish the intent of this Ordinance. The word, "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to correct scriveners' errors, such as incorrect code cross references, grammatical, typographical and similar or like errors when codifying this Ordinance.

Section 4. Control. In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

Section 5. Severability. It is the intent of the City Council of the City of Inverness, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective as provided by law.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on this _____ day of _____, 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney

EXHIBIT "A"

Chapter 18, Streets and Sidewalks

Section 18-34. – Outside consumption in the downtown entertainment district

Within the downtown entertainment district, the following shall apply:

- (1) *Definitions.* For the purpose of this section and the on-sidewalk possession/consumption of alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and liquor or distilled beverages.

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials

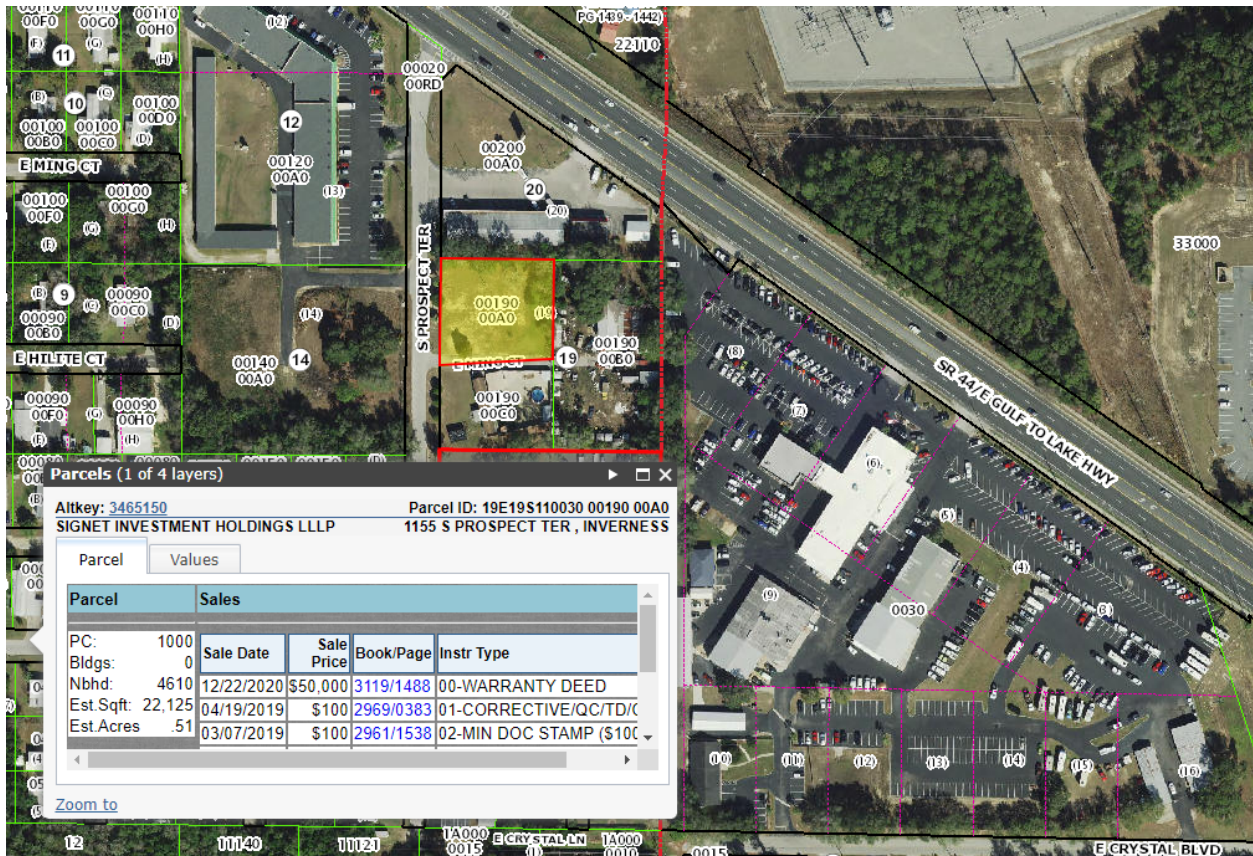
FROM: Eric Williams, City Manager

SUBJECT: Annexation Request 1155 S. Prospect Terrace*

CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development

Enclosures: 1. Encl Annex 1155 S. Prospect Terr Staff Report, App, Deed, Ords 2024-833,834, 835

The owner of a 10.81 acre commercial tract at 2901 W. Hwy 44 recently acquired a 0.51 acre tract at 1155 S. Prospect Terrace and the 0.90 acre tract at 1157 S. Prospect Terrace. The property owner, Signet Investment Holding LLLP, submitted an application to annex the two tracts into the City and change the zoning designation from General Commercial (GNC - County) to Commercial (C - City). Each tract will be addressed separately.



If annexation is approved, staff recommends the following changes to the land use and zoning

designations.

EXISTING CONDITIONS

Future Land Use - General Commercial "GNC" (County)
Zoning - General Commercial "GNC" (County)

POST ANNEXATION PROPOSED CHANGES

Future Land Use - Commercial "C" (City)
Zoning - Commercial "C" (City)

Recommended Action

Annexation

1. Open the Public Hearing
2. Staff Presentation
3. Motion, second, and vote to read ordinance 2024-833 (Annexation) by title only
4. Those for, Those Against
5. Council deliberates the matter
6. Motion, second and vote to adopt ordinance 2024-833 on first reading by roll call

Land Use

1. Motion, second, and vote to read ordinance 2023-834 (Land Use) by title only
2. Those for, Those Against
3. Council deliberates the matter
4. Motion, second and vote to adopt ordinance 2023-834 on first reading by roll call

Zoning

1. Motion, second, and vote to read ordinance 2023-835 (Zoning) by title only
2. Those for, Those Against
3. Council deliberates the matter
4. Motion, second and vote to adopt ordinance 2023-835 on first reading by roll call
5. Close the Public Hearing

If you wish to discuss this further, please contact me at your convenience.

Eric Williams



DEPARTMENT OF COMMUNITY DEVELOPMENT

STAFF REPORT

Subject: Annexation Voluntary Request
Submitted By: Chris Shoemaker, Director
Department: Community Development

STAFF RECOMMENDATION: Adopt Ordinance 2024-833 annexation of 0.51 acres of property located at 1155 S. Prospect Terrace, Ordinance 2024-834 Land Use and Ordinance 2024-835 Zoning (Case 2024-03SSA and 2024-03-ZO). Land Use and Zoning will change from County General Commercial to City Commercial.

PROOF OF PUBLICATION: The required Legal Notice was published in the Citrus Chronicle on July 21 and July 29. Signage was posted at the site and notice was sent to all property owners within 200 feet of the parcel.

BACKGROUND:

- Petitioner: Signet Investment Holdings LLLP
- Property Owner: Signet Investment Holdings LLLP
- Agent: N/A
- This property is adjacent and contiguous to 1157 S. Prospect Terrace, which is adjacent and contiguous to the City limits.
- Annexation request is voluntary.
- Applicant seeks future land use designation of Commercial "C" and zoning designation of Commercial "C" in companion applications.

FINDINGS AND CONCLUSIONS:

The proposed annexation is contiguous to the City limits of Inverness and should be approved. The request is to change the zoning from Citrus County General Commercial ("GNC") to City of Inverness Commercial ("C").

INTERVENING ACTION(S)

The 1.86 acre property to the south of the tract at 1211 S. Prospect Terrace was annexed into the City in 2020 by Ordinance 2020-748 and is contiguous to 10.86-acre commercial property owned by the applicant.

SUPPORT MATERIALS

Current Citrus County Land Use and Zoning
Current City of Inverness Land Use and Zoning



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473

DDS@Inverness.gov

PLANNING AND ZONING APPLICATION

Please note: All applicants should attend a pre-application conference with the Community Development Director prior to filing this application.

Date: 6/18/2024

Application No: _____

Applicant Name: Nick Nicholas

Phone # 352-212-0880

Address: 3500 E Oak Trace Path, Inverness, FL 34452

Email Address: nick.nicholas@nicknicholasford.com

Fax # _____

Applicant is: ☒ Owner ☐ Agent ☐ Purchaser ☐ Lessee

☐ Other _____

Owner's Name: SIGNET INVESTMENT HOLDINGS, LLLP

Phone # 352-212-0880

Address: 3500 E Oak Trace Path, Inverness, FL 34452

Email Address: nick.nicholas@nicknicholasford.com

Fax # _____

Application Type:

- | | | |
|---|---|---|
| ☒ Annexation | ☐ Rezoning | ☐ Comprehensive Plan Amendment |
| ☐ Variance – Residential | ☐ Administrative Appeal | ☐ Preliminary Plat Review |
| ☐ Variance | ☐ Final Plat | ☐ Special Exception Use |
| ☐ Road/Easement Vacation | ☐ Planned Unit Development | |
| ☐ Other: _____ | | |

Reason for Request: Voluntary Annexation

Project Title (If any): _____

Property Address: 1157 S Prospect Terrace, Inverness, FL

Property size (acres): 0.90

Parcel ID Number: 19E19S110030 00190 00B0

Existing use of Property: Commercial

Existing Zoning: GNC

Existing land use designation: 1000-COMMERCIAL OFF HWY

Current number of structure(s) on the property: 16

Type of Structure(s) on the property (house, shed, etc.): Mechanic Shop & Multiple Sheds

Proposed use of Property: COMMERCIAL

Proposed Zoning: C Proposed land use designation: COMMERCIAL

Please explain your request for the proposed zoning and/or future land use: We would like to conjoin this with parcels to the east that are also owned by SIGNET INVESTMENT HOLDING, LLLP for expansion of Nick Nicholas Ford.

What utilities currently exist on the site?

☐ Water ☐ Sewer ☐ Well ☐ Septic ☒ None

What utilities are proposed to be used?

☐ Water ☐ Sewer ☐ Well ☐ Septic ☒ None

Have any previous applications been filed within the last year in connection with this property?

☐ Yes ☒ No

If yes, please describe and give application numbers: _____

Submittal Requirements: (Check Box for each item you are attaching)

All applications MUST provide the following:

- ☒ Completed Planning and Zoning Application.
- ☒ Copy of the Recorded Deed(s) for the property.
- ☒ Copy of Property Record Card(s) (available online at <http://www.citruspa.org>)
- ☒ Owner's/Agent's affidavit (last page of this application)

All Applications MUST provide the following upon request by the City:

- ☐ Lot Plan
- ☐ Survey of the Property
- ☐ Diagram

Specific attachments:

- ☐ Annexation: Complete electronic legal description in MS Word Format.
- ☐ Large Scale Comprehensive Plan Amendment (LSPCA): Complete electronic legal description in Word.
- ☐ Variance: Survey of property detailing variance request.
- ☐ Special Exception: Survey of property detailing special exception request.
- ☐ Preliminary Plat Application: 7 copies of site plan and 1 electronic copy.
- ☐ Final Plat Application: 7 copies of the plat and 1 electronic copy.
- ☐ Road/Lot/Parcel/Plat/Easement Vacation: Survey detailing request.
- ☐ Planned Unit Development (PUD) Zoning: 7 copies of site plan and 1 electronic copy.
- ☐ Other: _____

ONLY CONCURRENT ANNEXATION, REZONING AND COMPREHENSIVE PLAN AMENDMENTS ARE ALLOWED ON A SINGLE APPLICATION



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473
DDS@Inverness-fl.gov

Property Owner & Agent Affidavit

Before me, the undersigned authority personally appeared, Nick Nicholas (SIGNET INVESTMENT HOLDINGS, LLLP) (property owner's name), who being by me duly on oath, deposes and says:

1. That said authority is a fee-simple owner of the property legal described in this application.
 2. That said authority desires to: Voluntary annexation
-
3. That said authority (Property owner) has appointed Nick Nicholas (Agent's name to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations and provisions of the City of Inverness, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Inverness, Florida are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Property Owner's Signature

Agent's Signature

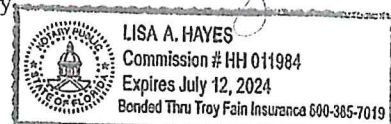
STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed) before me on
June 19, 2024 (date) by
Nick Nicholas (name) of an affiant
deponent or other signer. He/She is personally known to me
or has presented _____ as identification.

Public Notary

STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed) before me on
June 19, 2024 (date) by :
Nick Nicholas (name) of an affiant
deponent, or other signer. He/She is personally known to me
or has presented _____ as identification.

Public Notary

Prepared by and Return to Trish Wakefield,
an employee of First International Title, Inc.
213 Courthouse Square
Inverness, FL 34450
File No.: 178284-51

WARRANTY DEED

This indenture made on December 22, 2020, by **Daniel Melone a single man** whose address is: 4662 N. Carl G Rose Hwy, Hernando, FL 34442 hereinafter called the "grantor",

to **Signet Investment Holdings, LLLP, a Florida Limited Partnership** whose address is: 3500 E. Oak Trace Path, Inverness, FL 34452, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Citrus County, **Florida**, to-wit:

A portion of Lot 19, GOLDEN TERRACE ESTATES, according to the Plat thereof, recorded in Plat Book 5, Page(s) 10 of the Public Records of Citrus County, Florida, being described as follows:

That part lying West of the East 150 feet of Lot 19 and North of the centerline of a 20 foot wide easement as recorded on September 12, 1991 in Official Records Book 907, Page 2180, Public Records of Citrus County, Florida, described as follows:

Commence at the Southwest corner of Lot 19, Golden Terrace Estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida; thence North 00° 04' 30" East along the Westerly line of said Lot 19, a distance of 115.25 feet to the Point of Beginning; thence North 86° 37' 30" East along said centerline a distance of 157.77 feet to the Westerly line of said East 150 feet and the end of this centerline description.

Parcel Identification Number: 3465150

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

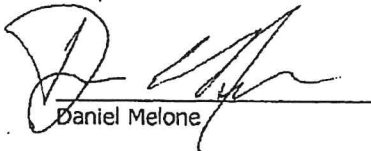
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

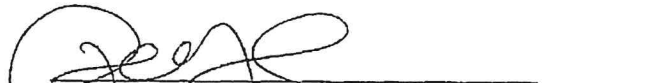
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2020.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.


Daniel Melone

Signed, sealed and delivered in our presence:

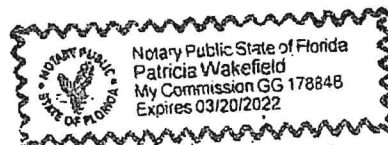

1st Witness Signature
Print Name: Donna Smith


2nd Witness Signature
Print Name: Patricia Wakefield

State of FLORIDA
County of Citrus

The Foregoing Instrument Was Acknowledged before me by means of ☒ physical presence or
() online notarization on 12/22/2020, by **Daniel Melone**, who () is/are
personally known to me or who () has/have produced a valid
Drivers license as identification.


Notary Public
Printed Name: _____
My Commission expires: _____



ORDINANCE 2024-833

AN ORDINANCE ANNEXING TO THE CITY OF INVERNESS, FLORIDA, CERTAIN PROPERTY LOCATED AT 1155 S. PROSPECT TERRACE, SECTION 11, TOWNSHIP 19 EAST, RANGE 19 SOUTH, CITRUS COUNTY, FLORIDA PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, owners of real property to an unincorporated area of Citrus County which is contiguous to the City of Inverness, Florida, have petitioned the City Council of the City of Inverness that said property be annexed to the City of Inverness, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined by the City Council of the City of Inverness, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Inverness, Florida in accordance with the powers given and granted to said City of Inverness in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Inverness, so as to include therein the property contiguous thereto and described as follows:

A portion of Lot 19, GOLDEN TERRACE ESTATES, according the to Plat thereof, recorded in Plat Book 5, Page(s) 10 of the Public Records of Citrus County, Florida being described as follows:

That part lying West of the East 150 feet of Lot 19 and North of the centerline of a 20-foot wide easement as recorded on September 12, 1991 in Official Records Book 907, Page 2180, Public records of Citrus County, Florida, described as follows:

Commence at the Southwest Corner of Lot 19, Golden Terrace Estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida; thence North 00°04'30" East along the Westerly line of said Lot 19, a distance of 115.25 feet to the Point of Beginning; thence North 86°37'30" East along said centerline a distance of 157.77 feet to the Westerly line of said East 150 feet and the end of the centerline description.

Parcel ID 19E19SS1100300019000A0 Altkey 3465150

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on this _____ day of _____, 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney

ORDINANCE NO 2024-834

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED AND AMENDING THE FUTURE LAND USE MAP FOR THE PROPERTY SPECIFICALLY DESCRIBED HEREIN; RECLASSIFYING 0.51 ACRES OF ANNEXED PROPERTY FROM CITRUS COUNTY MEDIUM DENSITY RESIDENTIAL ("MDR") TO CITY OF INVERNESS LOW DENSITY RESIDENTIAL ("LD"); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Inverness, Florida to prepare and adopt a comprehensive plan in accordance with the requirements of said act; and

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development and has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on July 7, 2016, including a Future Land Use Map, and has approved subsequent amendments; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness (Comprehensive Plan Amendment 24-03SSA) and shall be effective within the incorporated areas of the City of Inverness.

Section 2. The City of Inverness Comprehensive Plan Future Land Use Map is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to the Code of Ordinances of the City of Inverness, Florida. The following described lands are hereby reclassified on the City of Inverness Comprehensive Plan, Future Land Use Map as set forth in Section 3, below, and as depicted on the attached "Land Use Map" attached hereto, which is incorporated by reference into this ordinance:

UPON MOTION DULY MADE AND CARRIED on first reading, the foregoing Ordinance was adopted on the _____ day of _____ 2024.

UPON MOTION DULY MADE AND CARRIED on second reading, the foregoing Ordinance was adopted on the _____ day of _____ 2024.

CITY OF INVERNESS, FLORIDA

BY: _____
JACQUIE HEPFER, President

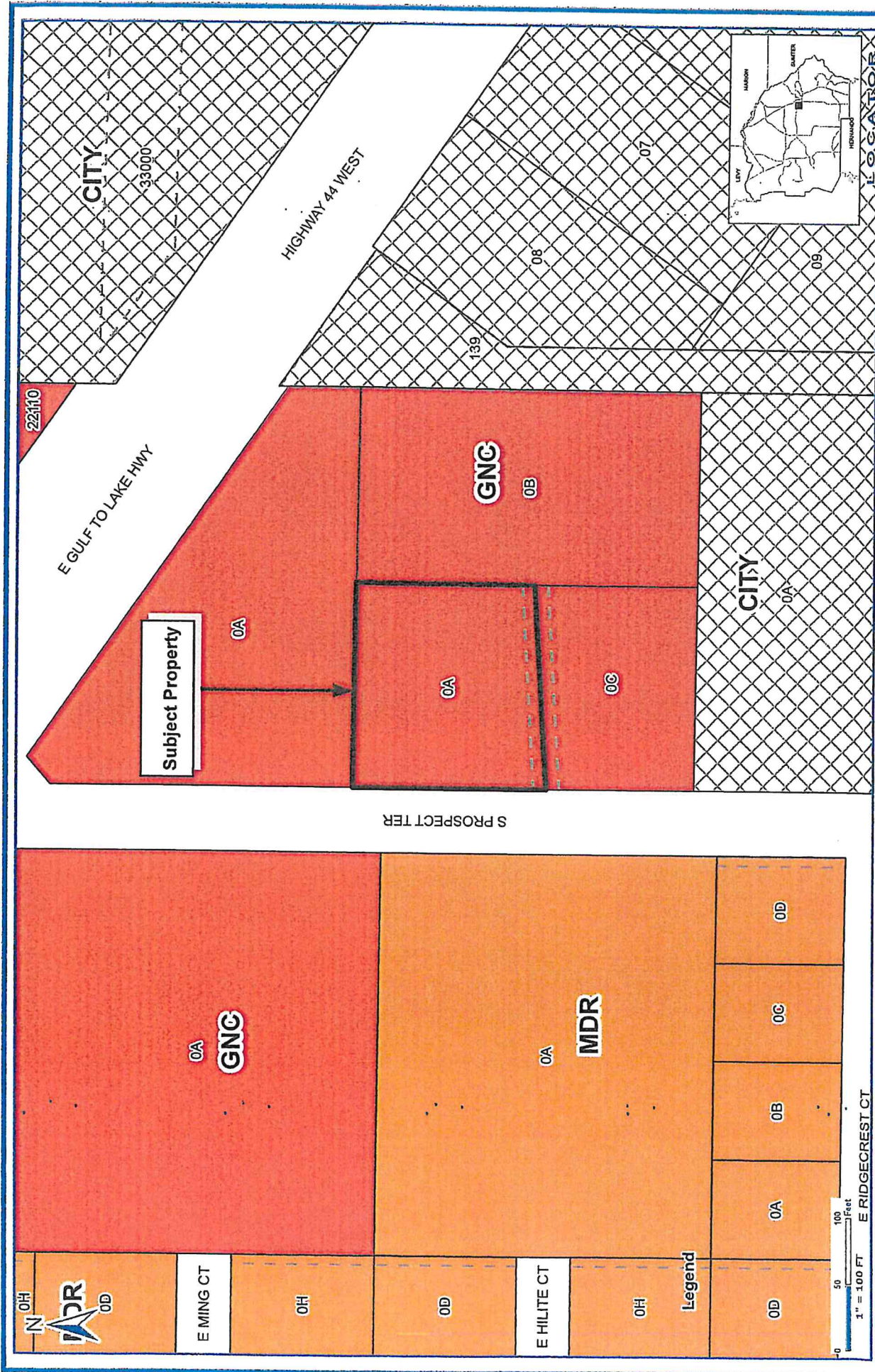
BY: _____
ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney



Geographic Information Systems

Prepared By : Susan O'Connell
 Date: July 19, 2024
 Source: Enterprise Geodatabase
 Map Number: INV24-03SSA

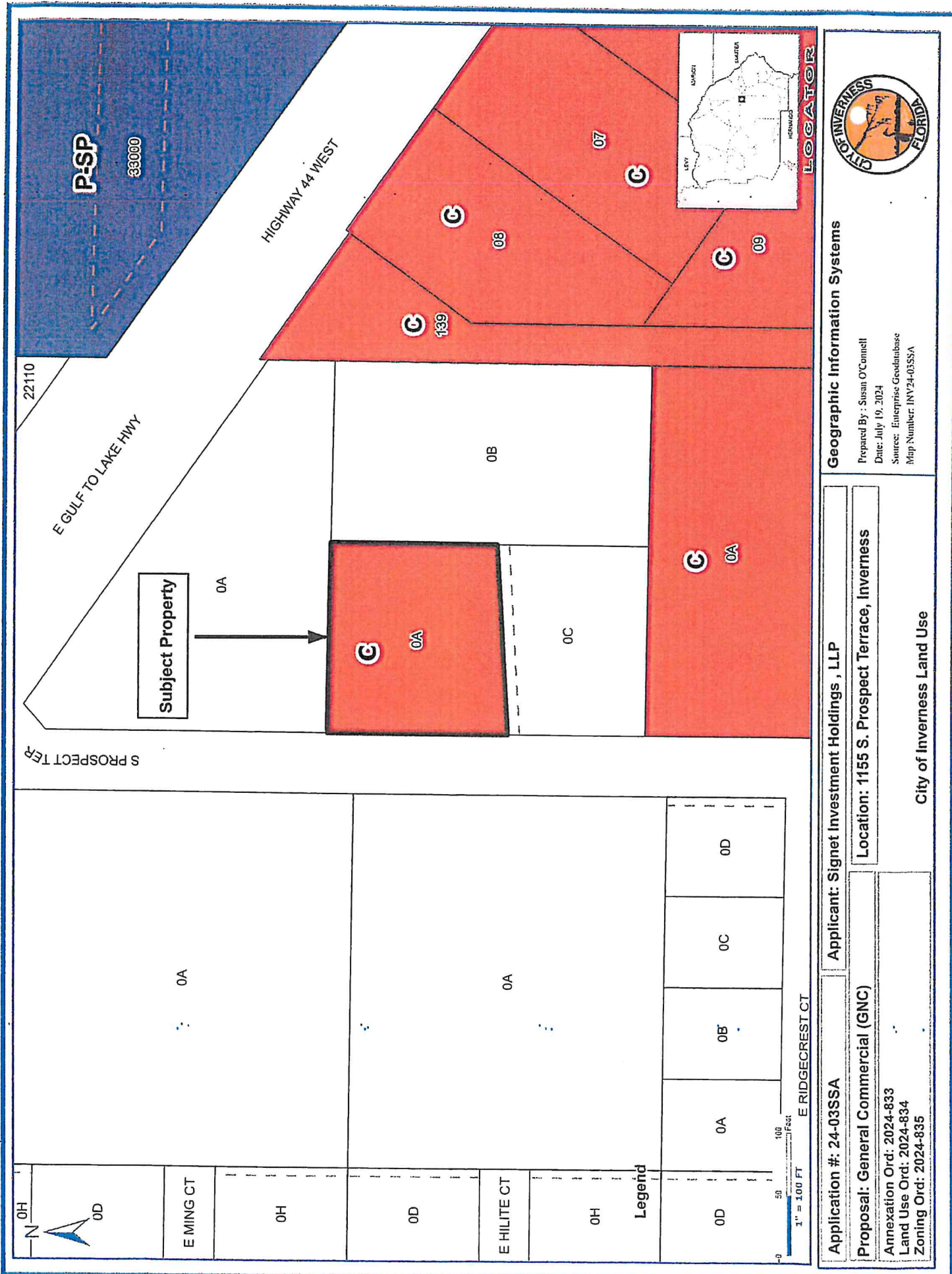
Application #: 24-03SSA

Applicant: Signet Investment Holdings, LLP

Location: 1155 S. Prospect Terrace, Inverness

GFLUM: General Commercial (GNC)

Current Citrus County Land Use



Geographic Information Systems

Prepared By : Susan O'Connell
 Date: July 19, 2024
 Source: Enterprise Geodatabase
 Map Number: INV24-03SSA

Application #: 24-03SSA

Applicant: Signet Investment Holdings, LLP

Proposal: General Commercial (GNC)

Location: 1155 S. Prospect Terrace, Inverness

Annexation Ord: 2024-833
Land Use Ord: 2024-834
Zoning Ord: 2024-835

City of Inverness Land Use

ORDINANCE NO 2024-835

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA; AMENDING THE OFFICIAL ZONING MAP FOR 0.51 ACRES FROM CITRUS COUNTY MEDIUM DENSITY RESIDENTIAL (MDR) TO CITY OF INVERNESS RESIDENTIAL (LD/R1); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713 on June 7, 2016 and subsequent amendments; and

WHEREAS, Chapter 163 Part II, Florida Statutes provides for and empowers the City to adopt Land Development Regulations, and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearings with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Zoning Map Amendment 2024-03-ZO and shall be effective with the incorporated areas of the City of Inverness.

Section 2. Revisions and Additions to the Zoning Map of the City of Inverness. Pursuant to Chapter 4 of the Land Development Code, the City of Inverness Zoning Map is hereby amended in conformity with the Zoning Map attached hereto and hereby incorporated, assigning new zoning designations to the lands described in the attached map. This City of Inverness Zoning Map Amendment 2024-03-ZO is adopted pursuant to Chapter 163 Part II, Florida Statutes, assigning a Residential (LD/R1) to 0.51 acres to the lands described on the corresponding portions of the attached Zoning Map.

Section 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 4. Inclusion in the Land Development Code. The provisions of this Ordinance shall become and be made a part of the City of Inverness Zoning Map. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the zoning map.

Section 5. The effective date of this ordinance shall be the same as the effective date of Ordinance 2024-833.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____ 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____ 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

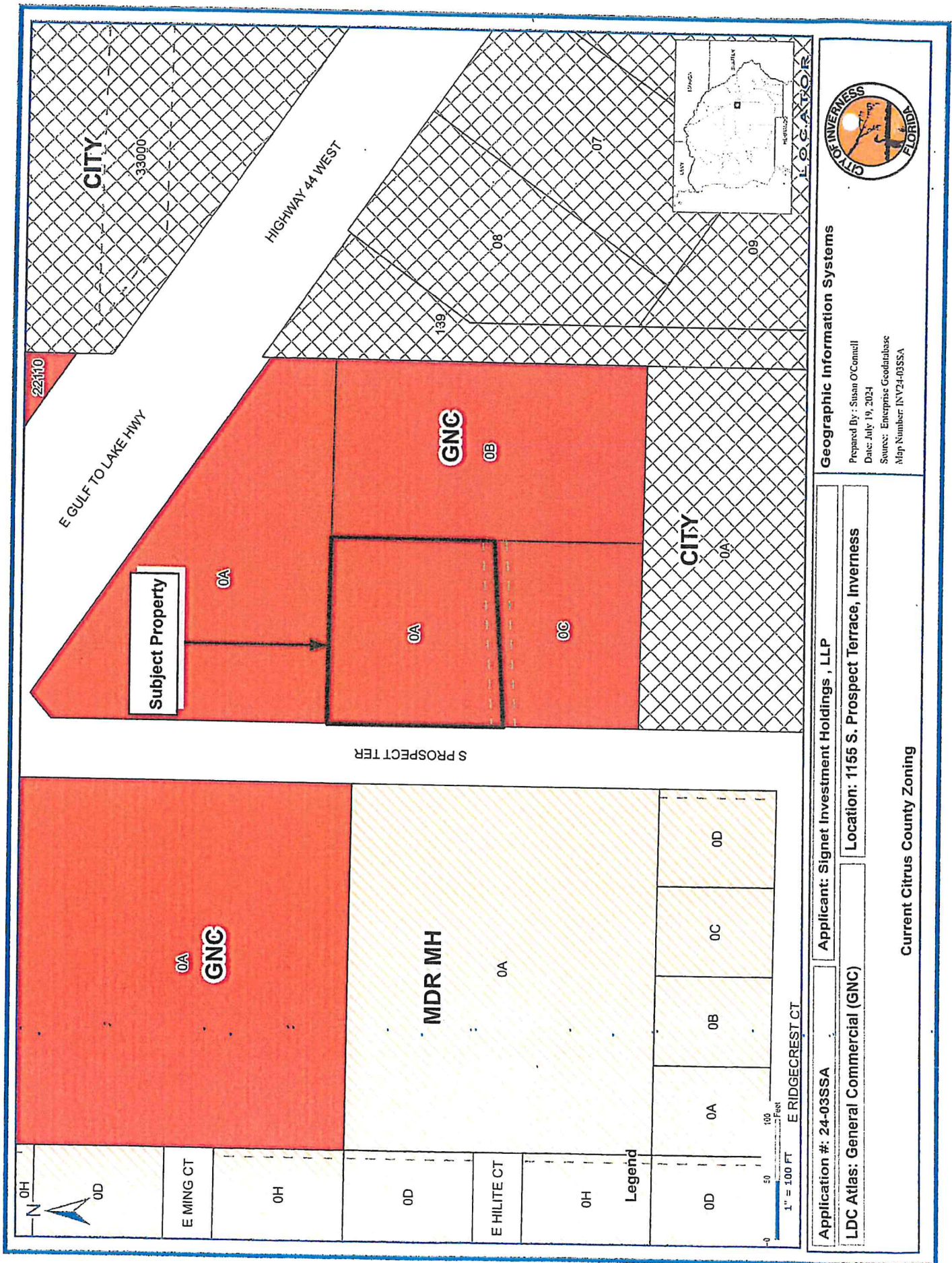
ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

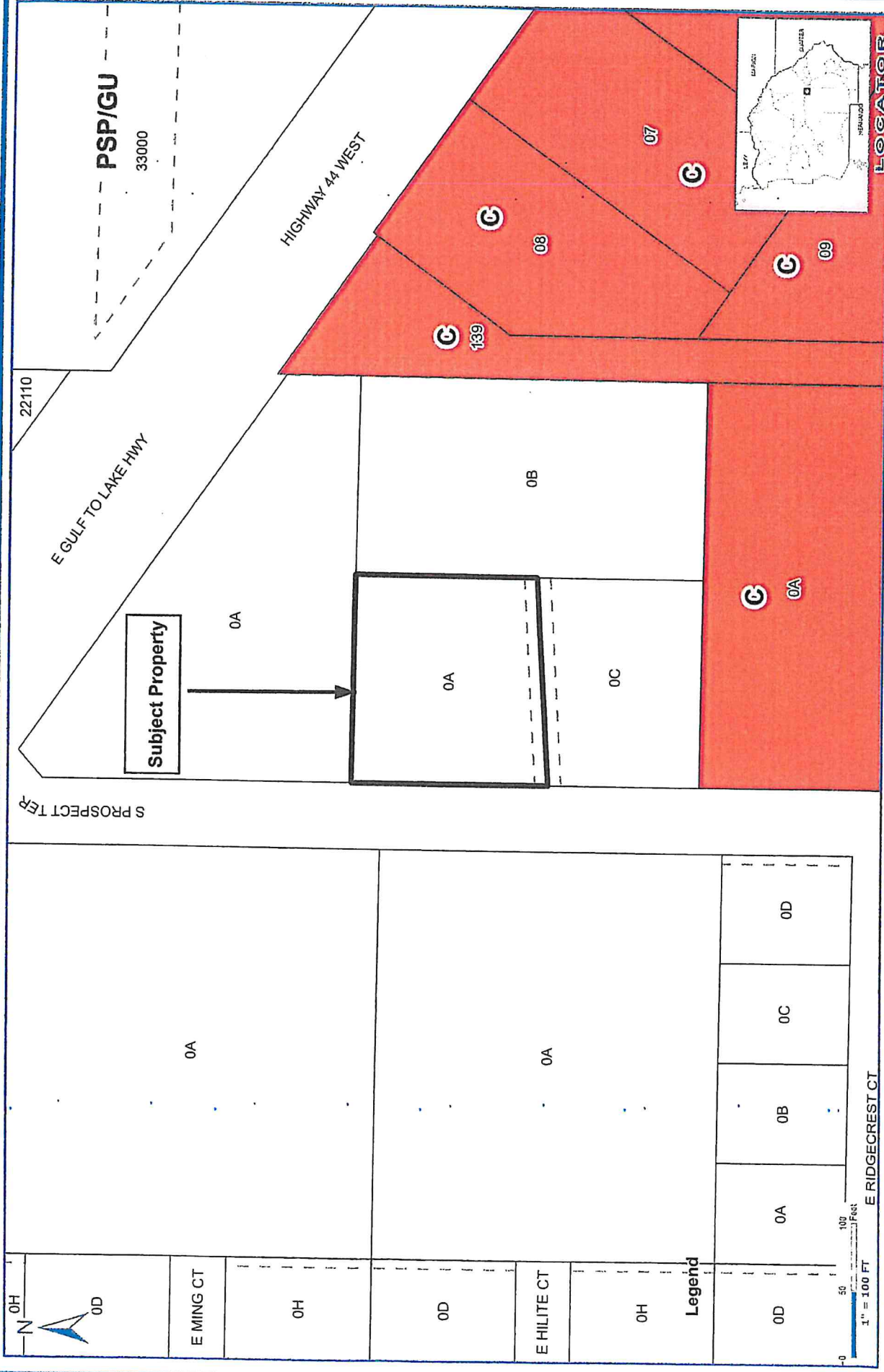
Approved as to form and correctness:

ROBERT BATSEL, City Attorney



Geographic Information Systems

Prepared By: Susan O'Connell
 Date: July 19, 2024
 Source: Enterprise Geodatabase
 Map Number: INV24-03SSA



Application #: 24-03SSA

Proposal: General Commercial (GNC)

Annexation Ord: 2024-833

Land Use Ord: 2024-834

Zoning Ord: 2024-835

Applicant: Signet Investment Holdings, LLP

Location: 1155 S. Prospect Terrace, Inverness

City of Inverness Zoning

Geographic Information Systems

Prepared By: Susan O'Cunneill
 Date: July 19, 2024
 Source: Enterprise Geodatabase
 Map Number: INV2024-03SSA

Cynthia P. Stetham
 Director

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials

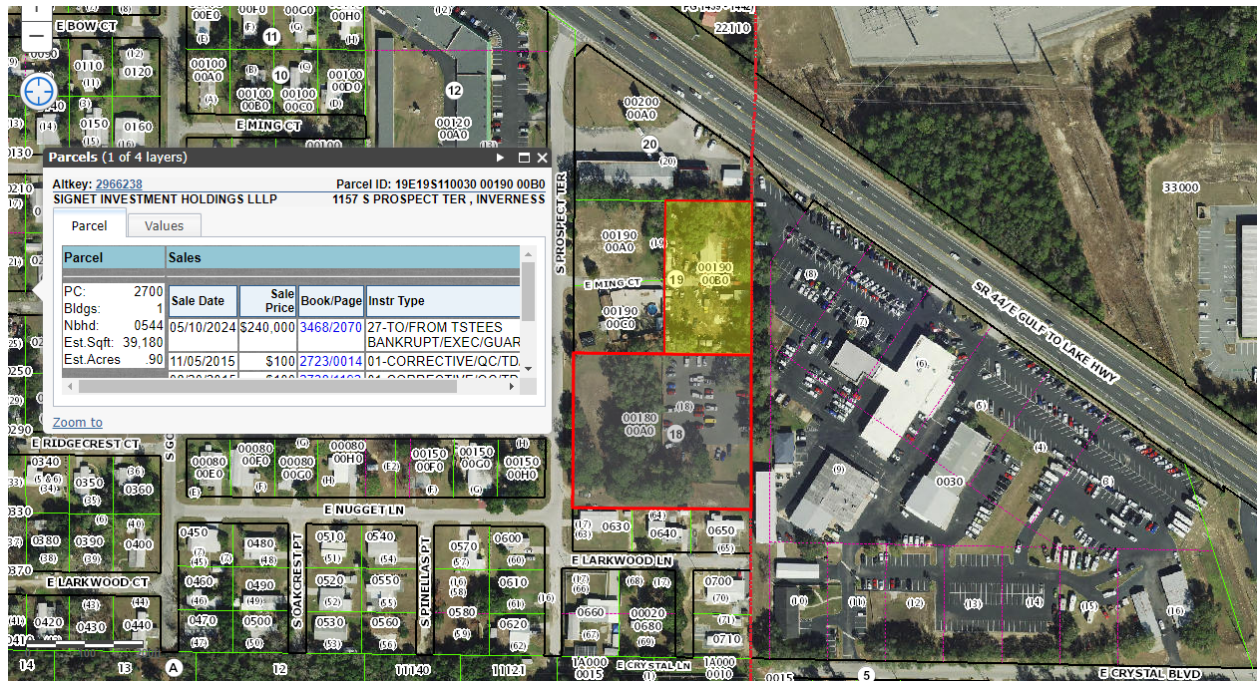
FROM: Eric Williams, City Manager

SUBJECT: Annexation Request 1157 S. Prospect Terrace*

CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development

Enclosures: 1. Encl Annex 1157 S. Prospect Terr Staff Report, App, Deed, Ords 2024-836, 837, 838

The owner of a 10.81 acre commercial tract at 2901 W. Hwy 44 recently acquired a 0.51 acre tract at 1155 S. Prospect Terrace and a 0.90 acre tract at 1157 S. Prospect Terrace. The property owner, Signet Investment Holding LLLP, submitted an application to annex the two tracts into the City and change the land use and zoning designation from General Commercial (GNC - County) to Commercial (C - City). Each tract will be addressed separately.



EXISTING CONDITIONS

Future Land Use - General Commercial "GNC" (County)
Zoning - General Commercial "GNC" (County)

POST ANNEXATION PROPOSED CHANGES

Future Land Use - Commercial "C" (City)
Zoning - Commercial "C" (City)

Recommended Action

Annexation

1. Open the Public Hearing
2. Staff Presentation
3. Motion, second, and vote to read ordinance 2024-836 (Annexation) by title only.
4. Those for, Those Against
5. Council deliberates the matter
6. Motion, second and vote to adopt ordinance 2024-836 on first reading by roll call.

Land Use

1. Motion, second, and vote to read ordinance 2023-837 (Land Use) by title only.
2. Those for, Those Against
3. Council deliberates the matter
4. Motion, second and vote to adopt ordinance 2023-837 on first reading by roll call.

Zoning

1. Motion, second, and vote to read ordinance 2023-838 (Zoning) by title only.
2. Those for, Those Against
3. Council deliberates the matter
4. Motion, second and vote to adopt ordinance 2023-838 on first reading by roll call.
5. Close the Public Hearing

If you wish to discuss this further, please contact me at your convenience.

Eric Williams



DEPARTMENT OF COMMUNITY DEVELOPMENT

STAFF REPORT

Subject: Annexation Voluntary Request
Submitted By: Chris Shoemaker, Director
Department: Community Development

STAFF RECOMMENDATION: Adopt Ordinance 2024-836 annexation of 0.90 acres of property located at 1157 S. Prospect Terrace, Ordinance 2024-837 Land Use and Ordinance 2024-838 Zoning (Case 2024-04SSA and 2024-04-ZO). Land Use and Zoning will change from County General Commercial to City Commercial.

PROOF OF PUBLICATION: The required Legal Notice was published in the Citrus Chronicle on July 21 and July 29. Signage was posted at the site and notice was sent to all property owners within 200-feet of the parcel.

BACKGROUND:

- Petitioner: Signet Investment Holdings LLLP
- Property Owner: Signet Investment Holdings LLLP
- Agent: N/A
- This property is adjacent and contiguous to 1157 S. Prospect Terrace, which is adjacent and contiguous to the City limits.
- Annexation request is voluntary.
- Applicant seeks future land use designation of Commercial "C" and zoning designation of Commercial "C" in companion applications.

FINDINGS AND CONCLUSIONS:

The proposed annexation is contiguous to the City limits of Inverness and should be approved. The request is to change the zoning from Citrus County General Commercial ("GNC") to City of Inverness Commercial ("C").

INTERVENING ACTION(S)

The 1.86 acre property to the south of the tract at 1211 S. Prospect Terrace was annexed into the City in 2020 by Ordinance 2020-748 and is contiguous to 10.86-acre commercial property owned by the applicant.

SUPPORT MATERIALS

Current Citrus County Land Use and Zoning
Current City of Inverness Land Use and Zoning



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473

DDS@Inverness.gov

PLANNING AND ZONING APPLICATION

Please note: All applicants should attend a pre-application conference with the Community Development Director prior to filing this application.

Date: 6/18/2024

Application No: _____

Applicant Name: Nick Nicholas

Phone # 352-212-0880

Address: 3500 E Oak Trace Path, Inverness, FL 34452

Email Address: nick.nicholas@nicknicholasford.com

Fax # _____

Applicant is: ☒ Owner ☐ Agent ☐ Purchaser ☐ Lessee

☐ Other _____

Owner's Name: SIGNET INVESTMENT HOLDINGS, LLLP

Phone # 352-212-0880

Address: 3500 E Oak Trace Path, Inverness, FL 34452

Email Address: nick.nicholas@nicknicholasford.com

Fax # _____

Application Type:

- | | | |
|---|---|---|
| ☒ Annexation | ☐ Rezoning | ☐ Comprehensive Plan Amendment |
| ☐ Variance – Residential | ☐ Administrative Appeal | ☐ Preliminary Plat Review |
| ☐ Variance | ☐ Final Plat | ☐ Special Exception Use |
| ☐ Road/Easement Vacation | ☐ Planned Unit Development | |
| ☐ Other: _____ | | |

Reason for Request: Voluntary Annexation

Project Title (If any): _____

Property Address: 1155 S Prospect Terrace, Inverness, FL

Property size (acres): 0.51

Parcel ID Number: 19E19S110030 00190 00A0

Existing use of Property: Vacant Land

Existing Zoning: GNC

Existing land use designation: 0078-MISCL-RES-NON-WTR

Current number of structure(s) on the property: 0

Type of Structure(s) on the property (house, shed, etc.): _____

Proposed use of Property: COMMERCIAL

Proposed Zoning: C Proposed land use designation: COMMERCIAL

Please explain your request for the proposed zoning and/or future land use: We would like to conjoin this with parcels to the east that are also owned by SIGNET INVESTMENT HOLDING, LLLP for expansion of Nick Nicholas Ford.

What utilities currently exist on the site?

☐ Water ☐ Sewer ☐ Well ☐ Septic ☒ None

What utilities are proposed to be used?

☐ Water ☐ Sewer ☐ Well ☐ Septic ☒ None

Have any previous applications been filed within the last year in connection with this property?

☐ Yes ☒ No

If yes, please describe and give application numbers: _____

Submittal Requirements: (Check Box for each item you are attaching)

All applications MUST provide the following:

- ☒ Completed Planning and Zoning Application.
- ☒ Copy of the Recorded Deed(s) for the property.
- ☒ Copy of Property Record Card(s) (available online at <http://www.citruspa.org>)
- ☒ Owner's/Agent's affidavit (last page of this application)

All Applications MUST provide the following upon request by the City:

- ☐ Lot Plan
- ☐ Survey of the Property
- ☐ Diagram

Specific attachments:

- ☐ Annexation: Complete electronic legal description in MS Word Format.
- ☐ Large Scale Comprehensive Plan Amendment (LPSPA): Complete electronic legal description in Word.
- ☐ Variance: Survey of property detailing variance request.
- ☐ Special Exception: Survey of property detailing special exception request.
- ☐ Preliminary Plat Application: 7 copies of site plan and 1 electronic copy.
- ☐ Final Plat Application: 7 copies of the plat and 1 electronic copy.
- ☐ Road/Lot/Parcel/Plat/Easement Vacation: Survey detailing request.
- ☐ Planned Unit Development (PUD) Zoning: 7 copies of site plan and 1 electronic copy.
- ☐ Other: _____

ONLY CONCURRENT ANNEXATION, REZONING AND COMPREHENSIVE PLAN AMENDMENTS ARE ALLOWED ON A SINGLE APPLICATION



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473
DDS@Inverness-fl.gov

Property Owner & Agent Affidavit

Before me, the undersigned authority personally appeared, Nick Nicholas (SIGNET INVESTMENT HOLDINGS, LLLP) (property owner's name), who being by me duly on oath, deposes and says:

1. That said authority is a fee-simple owner of the property legal described in this application.
2. That said authority desires to: Voluntary annexation
3. That said authority (Property owner) has appointed Nick Nicholas (Agent's name to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations and provisions of the City of Inverness, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Inverness, Florida are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Property Owner's Signature

Agent's Signature

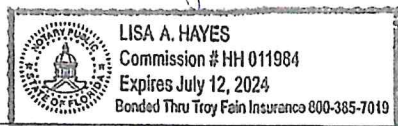
STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed) before me on

June 19, 2024 (date) by

Nick Nicholas (name) of an affiant
deponent or other signer. He/She is personally known to me
or has presented _____ as identification.

Public Notary



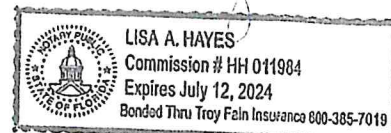
STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed) before me on

June 19, 2024 (date) by

Nick Nicholas (name) of an affiant
deponent, or other signer. He/She is personally known to me
or has presented _____ as identification.

Public Notary



THIS INSTRUMENT PREPARED BY AND RETURN TO:
Lynn Czajkowski
American Title Services of Citrus Co. Inc.
2230 Highway 44 West
Inverness, FL 34453
Property Appraisers Parcel I.D. No: 19E19S110030 00190 00B0

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 10 day of May, 2024
by Julie Ann Redman Reelfs, Personal Representative of the Estate of Richard Donald Redman, Jr.
herein called the grantor, to Signet Investment Holdings, LLLP, a Florida Limited Partnership,
whose post office address is 3500 E Oak Trace Path, Inverness, FL 34452, hereinafter called the Grantee:
*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and assigns of corporations)*

W I T N E S S E T H: That the grantor, for and in consideration of the sum of \$10.00 and other valuable
considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the grantee all that certain land situate in CITRUS County, State of
Florida, viz.:

The East 150 feet of Lot 19, Golden Terrace Estates, as recorded in Plat Book 5, Page 10, Public
Records of Citrus County, Florida. Together with a 20 foot easement being 10 foot either side
of a centerline described as follows: Commence at the Southwest corner of Lot 19, Golden
Terrace Estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida
thence North 0 degrees 04 minutes 30 seconds East along the Westerly line of said Lot 19 a
distance of 115.25 feet to the Point of Beginning, thence North 86 degrees 37 minutes 30 seconds
East along said centerline a distance of 157.77 feet to the Westerly line of said East 150 feet and
the end of this centerline description. Being Lot 19B.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining, and easements and restrictions of record, the mention of which shall not serve to re-impose
them.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in
fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby
warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances incurred by the Grantors, except taxes for the current year
and all subsequent years.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

Glen Mason
Witness #1 Printed Name

802 S. 1025 W
Witness #1 Post Office Address (Street)

Clearfield UT 84015
Witness #1 Post Office Address (City, State, Zip)

[Signature]
Witness #2 Signature

Gina Valdez
Witness #2 Printed Name

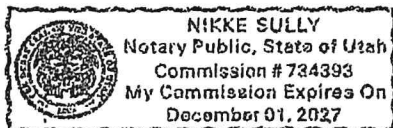
1121 E. 1600 S.
Witness #2 Post Office Address (Street)

Ogden UT 84405
Witness #2 Post Office Address (City, State, Zip)

STATE OF Utah
COUNTY OF Weber

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of May, 2024 by Julie Ann Redman Reelfs, **Personal Representative of the Estate of Richard Donald Redman, Jr.** who is personally known to me or has produced Driver's License as identification.

SEAL



My commission expires:

[Signature]
Notary Public

Nikke Sully
Printed Notary Name

ORDINANCE 2024-836

AN ORDINANCE ANNEXING TO THE CITY OF INVERNESS, FLORIDA, CERTAIN PROPERTY LOCATED AT 1157 S. PROSPECT TERRACE, SECTION 11, TOWNSHIP 19 EAST, RANGE 19 SOUTH, CITRUS COUNTY, FLORIDA PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, owners of real property to an unincorporated area of Citrus County which is contiguous to the City of Inverness, Florida, have petitioned the City Council of the City of Inverness that said property be annexed to the City of Inverness, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined by the City Council of the City of Inverness, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Inverness, Florida in accordance with the powers given and granted to said City of Inverness in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Inverness, so as to include therein the property contiguous thereto and described as follows:

The East 150 feet of Lot 19, Golden Terrace Estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida. Together with a 20 foot easement being 10 foot on either side of a centerline described as follows: Commence at the Southwest Corner of Lot 19, Golden Terrace estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida thence North 0 degrees 04 minutes 30 seconds east along the Westerly line of said Lot 19 a distance of 115.25 feet to the Point of Beginning, thence North 86 degrees 37 minutes 30 seconds East along said centerline a distance of 157.77 feet to the Westerly line of said East 150 feet and the end of the centerline description. Being Lot 19B.

Property ID: 19E19SS11100300019000B0 Altkey: 2966238

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on this _____ day of _____, 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney

ORDINANCE NO 2024-837

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED AND AMENDING THE FUTURE LAND USE MAP FOR THE PROPERTY SPECIFICALLY DESCRIBED HEREIN; RECLASSIFYING 0.90 ACRES OF ANNEXED PROPERTY FROM CITRUS COUNTY GENERAL COMMERCIAL ("GNC") TO CITY OF INVERNESS COMMERCIAL ("C"); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Inverness, Florida to prepare and adopt a comprehensive plan in accordance with the requirements of said act; and

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development and has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on July 7, 2016, including a Future Land Use Map, and has approved subsequent amendments; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness (Comprehensive Plan Amendment 24-04SSA) and shall be effective within the incorporated areas of the City of Inverness.

Section 2. The City of Inverness Comprehensive Plan Future Land Use Map is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to the Code of Ordinances of the City of Inverness, Florida. The following described lands are hereby reclassified on the City of Inverness Comprehensive Plan, Future Land Use Map as set forth in Section 3, below, and as depicted on the attached "Land Use Map" attached hereto, which is incorporated by reference into this ordinance:

The East 150 feet of Lot 19, Golden Terrace Estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida. Together with a 20 foot easement being 10 foot on either side of a centerline described as follows: Commence at the Southwest Corner of Lot 19, Golden Terrace estates, as recorded in Plat Book 5, Page 10, Public Records of Citrus County, Florida

thence North 0 degrees 04 minutes 30 seconds east along the Westerly line of said Lot 19 a distance of 115.25 feet to the Point of Beginning, thence North 86 degrees 37 minutes 30 seconds East along said centerline a distance of 157.77 feet to the Westerly line of said East 150 feet and the end of this centerline description. 150 feet and the end of the centerline description. Being Lot 19B.

Parcel ID No.: 19E19S1100300019000B0 Altkey: 2966238

Section 3. The City of Inverness Comprehensive Plan, Future Land Use Map is hereby amended as follows in the manner depicted on the attached map, which is incorporated by reference into this ordinance:

3.1. 0.90 acres depicted on the “Land Use Map” attached hereto is hereby reclassified from Citrus County General Commercial (“GHC”) to City of Inverness Commercial (“C”).

Section 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Inclusion in the Comprehensive Plan. The provisions of this Ordinance shall become and be made a part of the City of Inverness Comprehensive Plan (City of Inverness Ordinance No. 2016-713). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “section”, “article”, “policy”, or other appropriate designation.

Section 7. The effective date of this Comprehensive Plan amendment shall be 31 days after approval by the mayor, or upon becoming law without such approval, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

UPON MOTION DULY MADE AND CARRIED on first reading, the foregoing Ordinance was adopted on the _____ day of _____ 2024.

UPON MOTION DULY MADE AND CARRIED on second reading, the foregoing Ordinance was adopted on the _____ day of _____ 2024.

CITY OF INVERNESS, FLORIDA

BY: _____
JACQUIE HEPFER, President

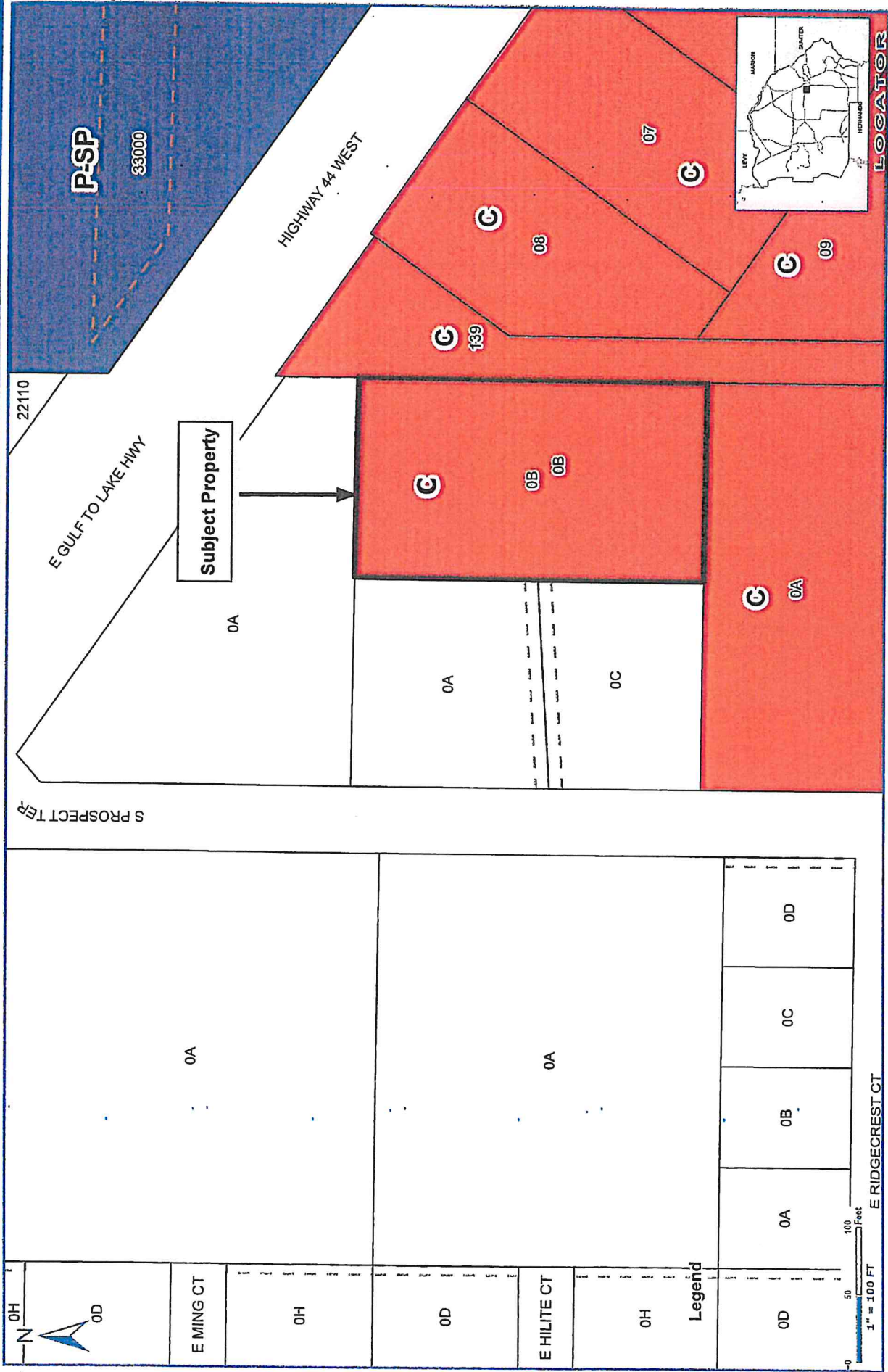
BY: _____
ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

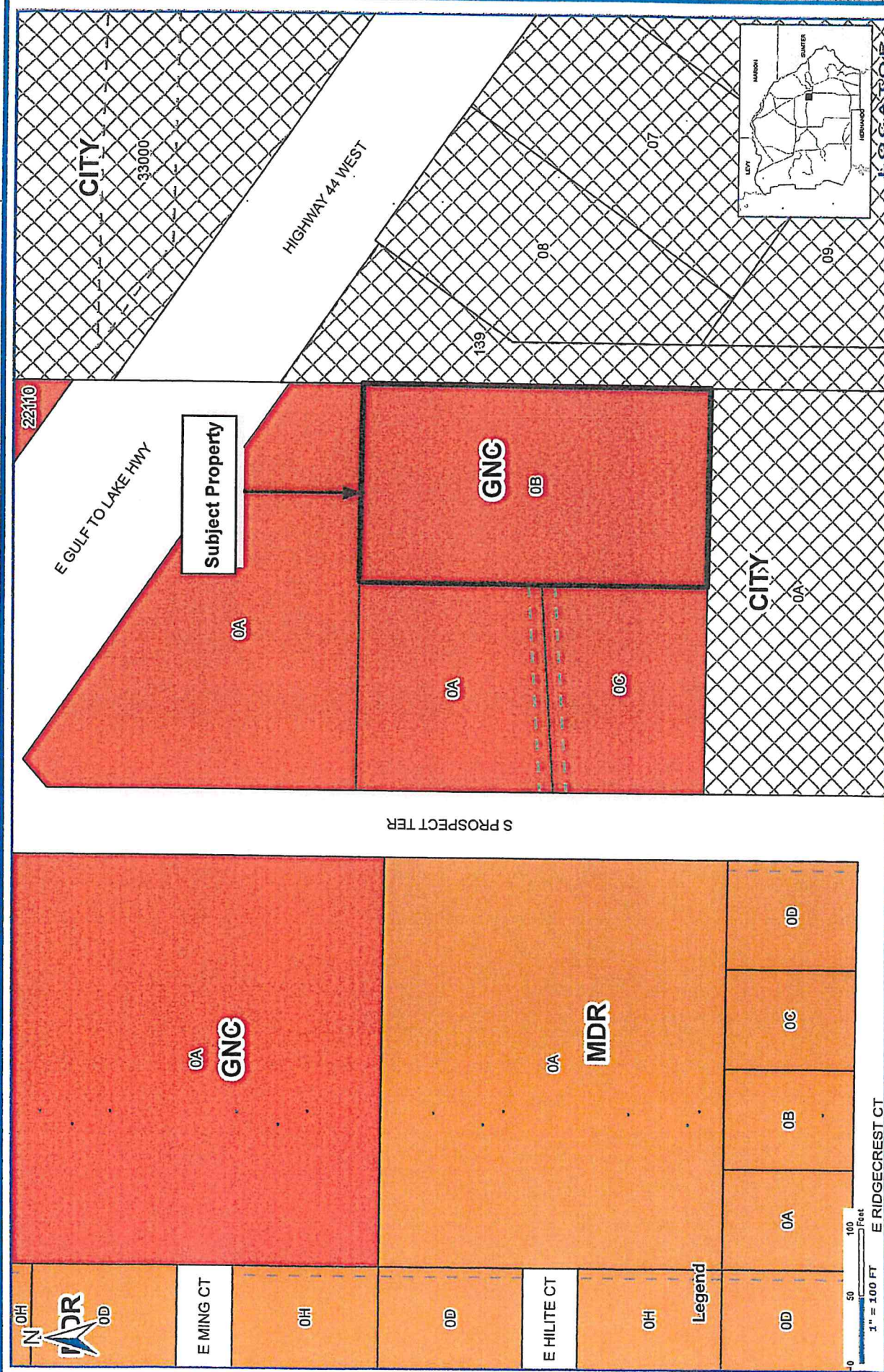
ROBERT BATSEL, City Attorney



Geographic Information Systems

Prepared By : Susan O'Connell
 Date: July 24, 2024
 Source: Enterprise Geodatabase
 Map Number: INV24-04SSA

Application #: 24-04SSA		Applicant: Signet Investment Holdings, LLP	
Proposal: General Commercial (GNC)		Location: 1157 S. Prospect Terrace, Inverness	
Annexation Ord: 2024-836 Land Use Ord: 2024-837 Zoning Ord: 2024-838		City of Inverness Land Use	



Geographic Information Systems

Prepared By: Susan O'Connell
 Date: July 24, 2024
 Source: Enterprise Geodatabase
 Map Number: INV24-04SSA

Application #: 24-04SSA

Applicant: Signet Investment Holdings, LLP

Location: 1157 S. Prospect Terrace, Inverness

GFLUM: General Commercial (GNC)

Current Citrus County Land Use

ORDINANCE NO 2024-838

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA; AMENDING THE OFFICIAL ZONING MAP FOR 0.90 ACRES FROM CITRUS COUNTY GENERAL COMMERCIAL ("GNC") TO CITY OF INVERNESS COMMERCIAL ("C"); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713 on June 7, 2016 and subsequent amendments; and

WHEREAS, Chapter 163 Part II, Florida Statutes provides for and empowers the City to adopt Land Development Regulations, and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearings with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Zoning Map Amendment 2024-04-ZO and shall be effective with the incorporated areas of the City of Inverness.

Section 2. Revisions and Additions to the Zoning Map of the City of Inverness. Pursuant to Chapter 4 of the Land Development Code, the City of Inverness Zoning Map is hereby amended in conformity with the Zoning Map attached hereto and hereby incorporated, assigning new zoning designations to the lands described in the attached map. This City of Inverness Zoning Map Amendment 2024-04-ZO is adopted pursuant to Chapter 163 Part II, Florida Statutes, assigning a Commercial ("C") to 0.90 acres to the lands described on the corresponding portions of the attached Zoning Map.

Section 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 4. Inclusion in the Land Development Code. The provisions of this Ordinance shall become and be made a part of the City of Inverness Zoning Map. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the zoning map.

Section 5. The effective date of this ordinance shall be the same as the effective date of Ordinance 2024-836.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____ 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____ 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

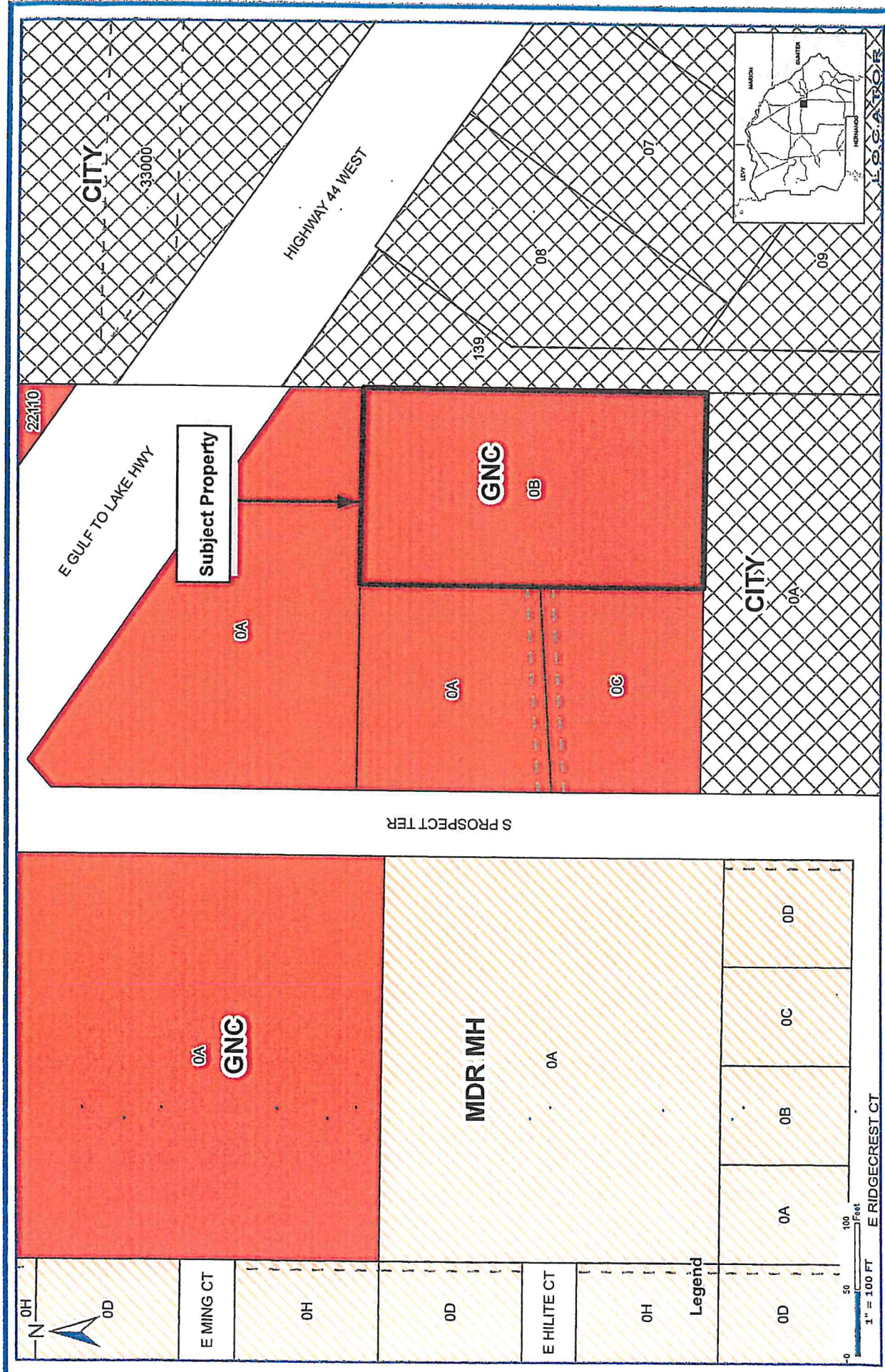
ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney



Application #: 24-04SSA

LDC Atlas: General Commercial (GNC)

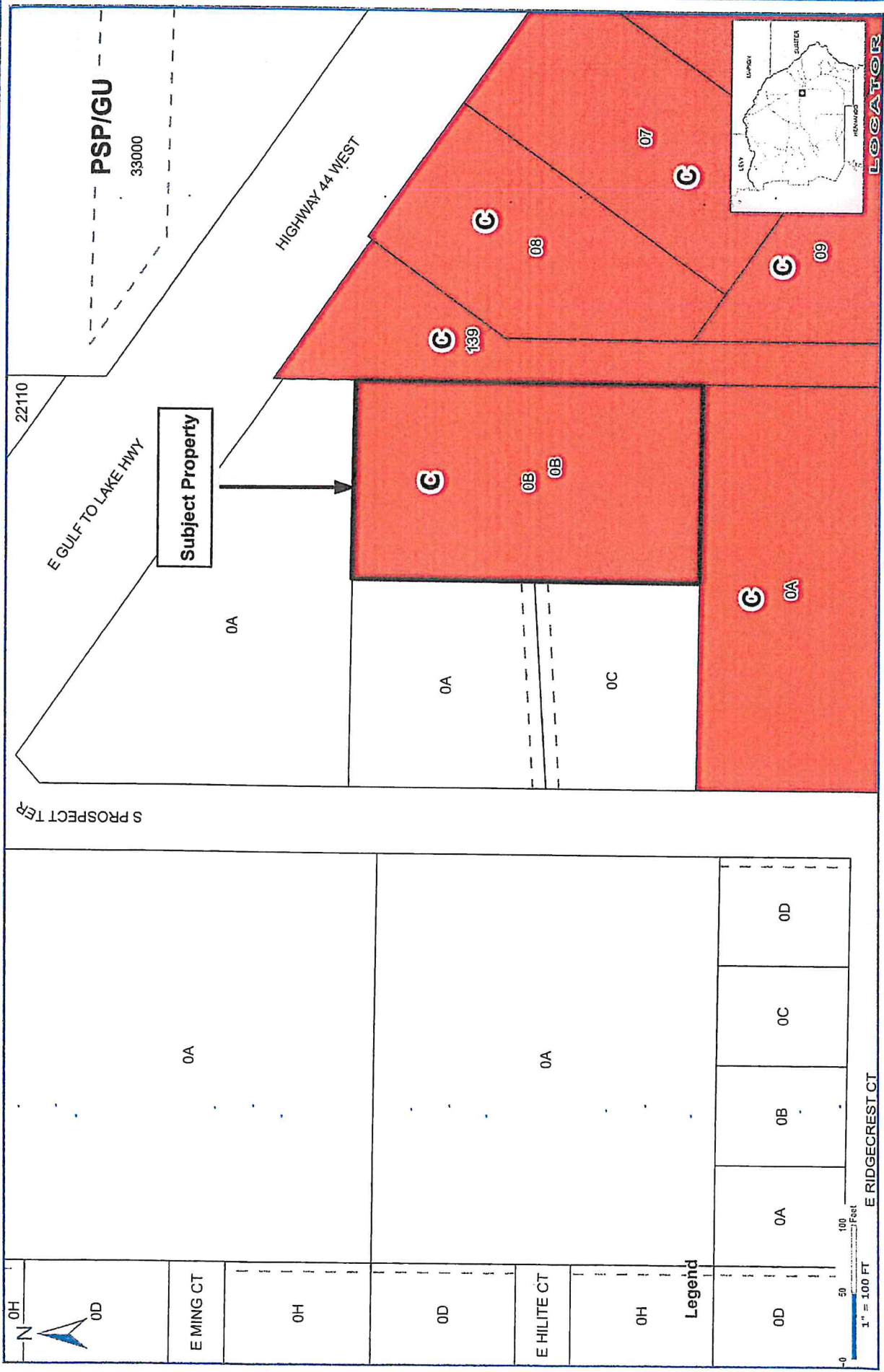
Applicant: Signet Investment Holdings, LLP

Location: 1157 S. Prospect Terrace, Inverness

Current Citrus County Zoning

Geographic Information Systems

Prepared By : Susan O'Connell
 Date: July 24, 2024
 Source: Enterprise Geodatabase
 Map Number: INV24-04SSA



Geographic Information Systems

Prepared By : Susan O'Connell
 Date: July 24, 2024
 Source: Enterprise Geodatabase
 Map Number: INV2024-04SSA

Application #: 24-04SSA		Applicant: Signet Investment Holdings, LLP	
Proposal: General Commercial (GNC)		Location: 1157 S. Prospect Terrace, Inverness	
Annexation Ord: 2024-836		City of Inverness Zoning	
Land Use Ord: 2024-837			
Zoning Ord: 2024-838			

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/24
		TOTALS FOR ACE HARDWARE CO OF INV INC				679.99
		TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC				2,555.79
		TOTALS FOR FLORIDA COAST EQUIPMENT, LLC.				398.00
		TOTALS FOR FLORIDA ELECTIONS COMMISSION				210.00
		TOTALS FOR GEORGE F. YOUNG, INC.				12,099.96
		TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL				373.96
		TOTALS FOR HARRY ELWOOD LEWIS				11,731.20
		TOTALS FOR LORDCO ENTERPRISES				49.95
		TOTALS FOR UNIFIRST CORPORATION				46.73
		TOTALS FOR VANASSE HANGEN BRUSTLIN, INC				20,856.55
		TOTALS FOR WGI, INC.				13,455.77
				REPORT TOTALS		62,457.90

** END OF REPORT - Generated by Stacey Iddings **

August 6, 2024
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President Hepfer
Vice President Davis
Councilwoman Bega
Councilwoman Lizanich
Councilman McBride
Mayor Plaisted

Also present were City Manager Williams, City Attorney Hartley, Staff Members, and City Clerk Jackson.

The Invocation was given by Councilman Davis and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilman McBride motioned to accept the Agenda as presented. Seconded by Councilwoman Lizanich. The motion carried.

PRE-SCHEDULED APPEARANCES

4)a) Congressman Gus Bilirakis spoke of the City's July 3 event he attended. He addressed Federal funding that has been brought successfully to this area. Being a part of helping with infrastructure is very important. Spoke of the Ladder Truck for the fire department being in the House budget. Eager to hold future Town Hall meetings. Mayor Plaisted presented Congressman with a Cooter Kudo expressing the City's appreciation for his support and assistance with funding of \$1.2M for a Master Lift Station, \$800,000 to purchase a ladder truck for the Fire Department, and how the City values the relationship.

4)b) Inverness Fire Department – Training Facility Update with Chief Bessler thanking Congressman Bilirakis for the support and assistance regarding the future ladder truck. He provided aspects of history of the Inverness Fire Department and provided details of the training facility located off Pleasant Grove Road near the Public Works complex. Noted that most of the work done at the site has been inhouse. Completion date targeted is October 1, 2024. Spoke of the project's benefits and how the ladder truck will help the ISO rating. Council President Hepfer compared the cost of prefabricated training facility - \$400,000 - \$500,000 to the City's actual cost of approx. \$90,000. Councilman Davis complimented the resourcefulness and a great job. City Manager Williams explained the ISO rating system. Councilman McBride appreciated all the IFD has done. Mayor Plaisted thanked the Chief and all he does and his department.

PUBLIC HEARINGS / WORKSHOP

None

OPEN PUBLIC MEETING

Debbie Wheatley of Inverness spoke of the sample ballot she received and the confusion of the referendum verbiage. Anna Loughridge again appeared before Council regarding Amendment 4 and the No to 4 organization. Spoke of other governments passing resolutions. Dale Gilliam-Saunders spoke about the libraries and banned books with Council President Hepfer clarifying the libraries are under the Citrus County Board of County Commissioners jurisdiction. Councilwoman Lizanich stated she is the City's representative on the library governing board and has been reviewing a list of questionable books. Karen Esty reported on the recent MPO CAC meeting regarding transportation funding by the State and Federal. Noted long range transportation study, priority list, etc. She asked the City Attorney to clarify the referendum language with City Attorney Hartley providing a detailed explanation. George Schmalstig spoke as President of the United Way of Citrus County and provided detailed highlights of last year 's weather issues, assistance given, etc. He reassured that the United Way is here for the East side of the county as well. Spoke of using 211 for various information, requests for services received, and how United Way gave grants of approx. \$245,000. Spoke of many programs and services. The following attendees spoke of Amendment 4 opposition and adopting a resolution by the City – Stephanie Bell, Paul Loughridge, April Wnuk, Mary Seader, Sharon McDonald, John Labriola, Brian Sullivan, and Steve Jones.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 07/16/2024*
 - Recommendation – Approval

Councilwoman Lizanich motioned to accept the Consent Agenda. Seconded by Councilman Davis. The motion carried.

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Interlocal Agreement for Solid Waste Disposal – Renewal* with City Manager Williams stating the City and County have a mutually beneficial relationship for use of the County landfill for the City's solid waste garbage disposal. The initial agreement executed on January 7, 2020, must be renewed annually to maintain the current relationship. The FY2023-2024 agreement renewal increased the contract rates to \$40.00 per ton. This year's renewal price is an increase of \$4.00 per ton applied to both roll off containers and covered secured loads. The total price per ton is \$44.00 for both roll off containers and covered secured loads under the revised agreement, which equates to a 10% increase. The uncontained waste surcharge remains unchanged at \$10.00 minimum charge plus \$10.00 per ton. This agreement and rates therein would become effective October 1, 2024. **Councilman Davis motioned to approve the Interlocal Agreement for FY 2024-25 with Citrus County for Solid Waste Disposal at the County Landfill and authorize the Council President to execute the document. Seconded by Councilwoman Bega. The motion carried.**

10)b) Commercial Sanitation Rate – FY 2025* with City Manager Williams stating the City has an excellent solid waste program that includes yard waste, bulk items, and single stream recycling for residents. Rates are annually adjusted, and the City must additionally adjust rates for the commercial dumpster program. Rate adjustments are made on an annual basis as part of the Franchise Agreement for Solid Waste Collection Services in the City, and to correspond to the change in the Consumer Price Index and in accordance with the Franchise Agreement a 5% increase has been applied per these terms. Rates will become effective October 1, 2024. *Verbal Update – No action required.*

10)c) Ordinance 2024-832 Utility Fees and Charges – First Reading* with City Manager Williams stating an updated rate study for the City's water and wastewater utility was presented at the June 18 Council meeting to look at user fees and charges necessary to operate and maintain the system for the next five years. This ordinance will include revised costs of meter installations based on current prices for meters and supplies, as well as clarify the deposits and fees to be incurred when establishing services. The adjustments are to be implemented by the FY 2025 budget. **Councilman McBride motioned to have the Clerk read Ordinance 2024-832 by Title only. Seconded by Councilwoman Bega. The motion carried.**

ORDINANCE 2024- 832

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-91 OF THE CODE OF ORDINANCES ENTITLED CAPACITY CHARGES TO INCLUDE A NEW FEE SCHEDULE; AMENDING SECTION 22- 92 OF THE CITY'S CODE OF ORDINANCES ENTITLED DEPOSITS; RETURN OF DEPOSITS; AND SERVICES WITHOUT DEPOSIT FOR CERTAIN CUSTOMERS TO ADD CLARIFICATION OF THE PROCESS FOR DETERMINING, COLLECTING, AND REFUNDING DEPOSITS; AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PENALTIES AND FEES ASSOCIATED WITH PAYMENT OF BILLS; AMENDING SECTION 22-98 OF THE CITY'S CODE OF ORDINANCES ENTITLED BASIC RATE SCHEDULE FOR POTABLE WATER, SEWER AND RECLAIMED WATER SERVICE TO INCLUDE A NEW RATE SCHEDULE; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

Councilwoman Bega motioned to approve Ordinance 2024-832 by roll-call vote on a first reading. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Councilman Davis, yes; and President Hepfer, yes. The motion carried.

10)d) Landscape Maintenance RFP 2024-02 DPW & Oak Ridge Cemetery* with City Manager Williams stating The City released a Request for Proposals (RFP) regarding the Oak Ridge Cemetery and 48 city owned properties (satellite parks, drainage retention areas, lots, certain medians, and utility facilities) for landscape and mowing services. Sealed bids were received and read aloud on July 19, 2024 which included: Oak Ridge Cemetery submittals from Lawn Enforcement Agency - \$69,768.00 and EarthScapes Unlimited, Inc. - \$122,958.00. Landscape Management for City owned properties submittals from Lawn Enforcement

Agency - \$90,876.00 and EarthScapes Unlimited, Inc. - \$137,302.67. Based on the FY 2025 proposed budget of \$139,000, which includes an increase from the current contracted services. It is recommended that Council reject all bids as the minimum total bid of **\$160,644.00** significantly exceeds the proposed budget and consider providing consensus direction to have the maintenance services performed by City staff versus a contractor. Councilman McBride questioned hiring additional staff and equipment with City Manager stating this will fit in the budget. **Councilman McBride motioned to reject all bids for Landscape Management and Oak Ridge Cemetery lawn maintenance and have the needed landscape maintenance service from the RFP be performed by City staff vs a contractor for the FY 2025. Seconded by Councilman Davis. The motion carried.**

10)e) Downtown Landscape Architectural Services Proposal* with City Manager Williams stating it has been many years since the first streetscape CDBG projects took shape in the historic downtown. These successful endeavors reshaped the town and brought about much energy and investment. However, the landscaping is due for a much-needed update/redesign. Staff have been working in conjunction with the County to develop a new landscaping approach for the downtown to include the Historic Courthouse Grounds to improve the appearance with a blended and coordinated theme. General Project Locations include: North Pine Avenue (between SR 44 / US 41 & Tompkins); West Main Street (between North Pine Avenue and Courthouse Square); Courthouse Square (within road rights of way); City of Inverness Signage (area near south corner of Courthouse Square); Cooter Turtle Art Project Locations; and Courthouse Square (green space surrounding Historic Courthouse). Mr. Paul Gibbs, Landscape Architect, Community Land Design, Inc (CLD) submitted a proposal for professional design fees totaling \$31,500 with a proposed cost share of \$24,500 for the City and \$7,000 from Citrus County. There are two additional projects moving forward to further improve the appearance of the downtown with the installation of 28 colored lighting fixtures and installation of seven (7) artist painted aluminum cooter turtles in the downtown area. Councilwoman Bega spoke of Paul Gibbs serving on City boards in the past and his passion. **Councilwoman Bega motioned to approve the proposal from Community Land Design, Inc. as presented and authorize the City Manager to execute the document. Seconded by Councilwoman Lizanich. The motion carried.**

10)f) Project/Program Updates (*Verbal*)

- FY 2025 Budget Development using the lowered millage at 7.66 from 7.76 and explained the overall effects at approx. \$80,000. Councilwoman Lizanich questioned this being changed in the future and felt it best to keep 7.76 as is with no decrease. Councilman McBride spoke of increased values, Ad Valorem taxes, operating the City, etc. Agreed with the decrease. City Manager spoke of the millage rate historically. **Council consensus was to proceed with developing the budget using 7.66.**
- Jeep Appreciation Event had 200 Jeeps downtown and the downtown businesses was very happy.
- Other included Hurricane Debby and spoke of the reason to declare a State of Emergency in these events. Cootertober is just around the corner. Will be great.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted thanked the speakers and the important issues. Stated he has been involved in Right to Life for many, many years. Spoke of beliefs and suggested support to opposing Amendment 4 as it could impact the State for years to come.

Councilman McBride stated this is a difficult issue in more than one way. Spoke of Pro-Life and spoke to ways to express the issue. He was not in favor of the City adopting a Resolution. Would support ways to clarify the amendment language and additional public information.

Councilwoman Bega agreed with Councilman McBride. This issue is an individual's decision and not for Council to push onto the public.

Councilwoman Lizanich agreed with Councilwoman Bega that the City should not put their beliefs on the public. Will address the Amendment on the ballot. She reported on the recent Citrus County Community Charitable Foundation (CCCCF) meeting and attended her first meeting of the Library Governing Board. Praised the recent play at the Valerie Theatre.

Councilman Davis stated he is Pro-Life, but the Council represents all of the community and to make decisions to run the City. Agreed with Councilman McBride regarding exposure of the issue. He recently attended the Hernando-Citrus MPO meeting in Councilman McBride's stead. Spoke of statistics that were discussed and the 25-year period moving forward. Stated Karen Esty is part of the pulse regarding the MPO and transportation issues. Spoke of projects in Citrus and Hernando counties in the future.

President Hepfer did not feel this issue was part of the City. It is bad legislation. Stated for the last 3 meetings beliefs were stated and felt the Council had made a public statement. Changed subject and referenced the full budget workshop on July 16th, with a lot of great information and discussion as we looked to the fiscal year 2025. Staff presented a balanced approach, including previously discussed pay adjustments to the compensation program for our City staff. These adjustments did not, however include our charter officers, the City Manager and the City Clerk. Council gave consensus to have the Council President review and discuss a similar compensation for the Manager and the Clerk. She met with both parties, and presented the mutually agreed upon adjustments to the City Manager and the City Clerk's compensations. Keeping in mind the 8.7% operational cost increase associated with the proposed Fiscal Year 2025 budget, I would recommend that both Charter officers have their respective pay adjusted by the 8.7%, effective upon approval. This increase is equitable to the City's economic environment, affordable, and sustainable within the desire to lower the millage from 7.76 to 7.66 mils. Council appreciated the hard work and dedication of our City Manager and our City Clerk, and feel this increase is well earned and deserved. City Manager's adjusted annual compensation will be \$149,915, and the City Clerk's will be \$88,087 with a current fiscal year impact of \$5,447. Also contracts for both the Manager and the Clerk will be amended to be congruent with the City's updated consolidated leave policy for all staff and will only affect the Clerk's total balance to receive 3 additional days of consolidated leave. Councilwoman Bega was glad this was done. Noted the positions are individual and should be considered on certain aspects of the position. City Manager Williams explained recent staff increases, market conditions, etc. yet this is a Council decision. Stated it was awkward to discuss publicly and assured the increases were affordable. Councilman Davis appreciated Councilwoman Bega's comments. Feels it is fair across the board. The City has a great workforce that is dedicated. **Councilman Davis**

motioned to approve the Charter Officers compensation adjustments as presented and authorize the Council President to execute the contract amendments for the City Manager and City Clerk. Seconded by Councilwoman Bega. The motion carried.

CITIZENS NOT ON AGENDA

Anna Loughridge thanked Council and praised the conduct of this Council's meetings being welcoming and professional. Stated she agrees with educating the public. Spoke of personal experience and her family.

Debbie Wheatley thanked everyone and appreciated the statements made. Happy to hear everyone's thoughts.

Mayor Plaisted stated this is not a religious issue it is about life and death.

Meeting adjourned at 7:41p.m.

City Clerk

Council President

Interoffice Memorandum – *City of Inverness*

August 20, 2024

TO: Elected Officials
FROM: City Clerk
SUBJECT: Declaration of Surplus Equipment
CC: Finance Director

It has been determined that the equipment listed below is no longer useful for the operation of the City of Inverness. City Council is asked to declare the listed items as surplus and authorize that we proceed with disposal.

Year	Make/Model
N/A	3 – Elgin Pelican Sweeper Main Brooms
N/A	Ingersoll-Rand Air Compressor – 5 hp, 60 gal.
N/A	Sickle Bar Mower Attachment
1986	Ford F700 Water Truck
1987	Saylor-Beall Air Compressor – 3 hp, 60 gal.
1989	John Deere 710B Backhoe
2018	Toro 60” Grand Stand Mower
N/A	Tow Behind Vacuum
2012	Toro 3040 Sandpro Ballfield Groomer
2021	Spreader Attachment
N/A	Forks Tractor Attachment
N/A	Millcreek Pull Behind Top Dresser
2007	Chevy Silverado Pickup Truck
N/A	Boom Tractor Sprayer

The items will be directed through the disposal process, to be written off the books.

Recommended Action –

City Council is asked to motion, second and vote to declare the listed items as surplus property and authorize to proceed with disposal.

Thank you for your support of this matter.



Susan Jackson

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Statewide Mutual Aid Agreement and Resolution*
CC: Bobby Bessler, Fire Chief, Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk
Enclosures: 1. SMAA Final Version

The Emergency Management Act, chapter 252, Florida Statutes, provides each local government of the state with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

Pursuant to chapter 252.32, *Florida Statutes*, the Florida Division of Emergency Management renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

Adoption of this resolution and execution of this agreement authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252 and replaces all previous iterations and is active until a new agreement is drafted and requested by The Florida Division of Emergency Management.

Recommended Action:

1. Allow staff to present
2. Motion, second, and vote to read Resolution 2024-256 by title only
3. Deliberate the matter
4. Motion, second, and vote to adopt Resolution 2024-256 and authorize the council president to execute the agreement by roll call

If you wish to discuss this further, please contact me at your convenience.

Eric Williams



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF INVERNESS
STATE OF FLORIDA

By: _____

By: _____

Title: Susan Jackson, City Clerk

Title: Jacquie Hepfer, Council President

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. 2024 - 10

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the City Council of the City of Inverness, Florida that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____ Jacquie Hepfer, Council President

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

City Council of the City of Inverness, Florida on _____.

BY: _____

TITLE: Susan Jackson, City Clerk

DATE: _____

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Audit Services RFP and Selection Committee
CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director
Enclosures: 1. Proposed RFP # 2024-01-FIN
2. Proposed Bid Advertisement

The Agreement for audit services will expire in November 2024. This has prompted the need for a Request for Proposal (RFP) to be released for bids from firms for annual auditor services.

In prior years, City Council reviewed and awarded bids for these services, with City Staff acting in an advisory capacity. Due to changes within the Florida Statutes, an Audit Selection Committee must be established prior to an RFP. It is recommended that City Council set the Audit Selection Committee to consist of the City Council.

Additionally, the Staff advises the Committee to establish an RFP that mirrors the prior request. A proposed RFP has been drafted by City Staff for convenience. This RFP would allow for the City to receive bids for the same auditing services currently utilized and allow for a consistent and fair evaluation standard. It is recommended that the Committee accept the proposed RFP and authorize City Staff to advertise for submittals.

Recommended Action –

1. Motion, Second, and vote to establish City Council as the Audit Selection Committee.
2. Motion, Second, and vote to accept the proposed RFP and direct the City Manager to advertise/release accordingly.

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams



REQUEST FOR PROPOSALS
FOR
"INDEPENDENT AUDITING SERVICES"
FOR THE
City OF INVERNESS, FLORIDA
RFP # 2024-01-FIN

ADVERTISEMENT DATES: August 21, 2024

BID OPENING DATE September 20, 2024

212 W. Main Street

Inverness, FL 34450

The City of Inverness
Request for Proposal- Auditing Services
RFP # 2024-01-FIN

The City of Inverness is seeking proposals from qualified independent Certified Public Accountants to provide Auditing Services for the City of Inverness in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed bids will be received at the City of Inverness, Office of the City Clerk, 212 W. Main, Inverness, Florida, 34450, until September 20, 2024 2:00 PM local time, to be opened and read publicly on September 10, 2024 at 2:30 PM. All Proposers, or their representatives, are invited to be present. Proposals shall be delivered and addressed to, **City of Inverness, Attn: Office of the City Clerk, 212 W. Main Street, Inverness, Florida 34450** and shall be labeled "SEALED PROPOSAL AUDITING SERVICES RFP # 2024-01-FIN".

Any Proposer who wishes his bid to be considered is responsible for making certain that his proposal is received by the City on or before the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled proposal submittal deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the proposal submittal deadline. Late proposals will be returned to the Proposer unopened.

Proposer must submit one (1) identified original copy, one (1) electronic copy, plus six (6) copies of the proposal including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

NO PRE-PROPOSAL CONFERENCE IS SCHEDULED

For additional information contact the City Clerk at (352) 726-2611.

SCHEDULE OF EVENTS

The schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>	
Advertisement of bid	August 21, 2024	
Last day for Questions/Clarifications	September 16, 2024	4:00 PM
Response to Questions/clarifications-addendum	September 18, 2024	5:00 PM
Deadline for Receipt of Proposals	September 20, 2024	2:00 PM
Bid Opening	September 20, 2024	2:05 PM
Interviews and Presentations (as needed)	September 27, 2024	
Evaluation	October 1, 2024	
Notice of Award	October 1, 2024	

Note: All dates/times are subject to change at the City's discretion

The City of Inverness
Request for Proposal- Auditing Services
RFP # 2024-01-FIN

SECTION 1 - INTRODUCTION AND INFORMATION

The City of Inverness, Florida (the City) is requesting proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the City of Inverness, and subsequently the Inverness Community Redevelopment Agency. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. These audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996, and the U.S., Office of Management and Budget (OMB) Circular-A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act.

It is the intent of the City to award the contract to the highest-ranking proposer responding to the RFP; therefore, each proposer must submit pricing on all services described in this RFP.

1.1 INFORMATION/CLARIFICATION/QUESTIONS: For information or questions concerning this RFP contact the City Clerk by email. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or bid procedures will only be transmitted by written addendum acknowledged by Bidder.

1.1.1 ADDENDA, CHANGES, OR INTERPRETATIONS DURING PROPOSAL: Any inquiry or request for interpretation received eight (8) or more days prior to the date fixed for the opening of the proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents, and each Proposer will be bound by such addenda, whether received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

- 1.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL: The initial contract term shall be for three (3) fiscal years beginning with the fiscal year ending September 30, 2024. The City reserves the right to extend the contract for two (2) additional one (1) fiscal year periods providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extensions are approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when the City invokes this extension clause.

- 1.3 ELIGIBILITY: To be eligible to respond to this RFP, the proposing firm(s) shall demonstrate that they have been continuously engaged in providing products and services like those specified herein for a reasonable period and that they are presently engaged in the provision of these services. The proposing firm shall also demonstrate the following:
- The audit firm is independent and licensed to practice in Florida
 - The firm has no conflict of interest regarding any other work performed by the firm for the City of Inverness.

- 1.4 INSURANCE AND PERFORMANCE AND PAYMENT BONDS: Failure of the successful Proposer to execute a contract, file any required performance and payment bonds, and furnish evidence of appropriate insurance coverage (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

- 1.5 INSURANCE: The successful Proposer shall not commence operations until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the City Manager. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Finance Director.

The City of Inverness
Request for Proposal- Auditing Services
RFP # 2024-01-FIN

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

- 2.1 SUBMISSION AND RECEIPT OF PROPOSALS: To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer. All information submitted by the Proposer shall be printed, typewritten or filled in with a pen. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the City in separate sealed envelopes properly marked. When a particular RFP requires multiple copies, they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all addenda. The address, e-mail, and telephone number for communications regarding the proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other Corporate Officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a Partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All proposals received from Proposers in response to the Request for Proposal will become the property of the City of Inverness and will not be returned to the Proposer. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the City.
- 2.2 QUALIFICATIONS STATEMENT: Each Proposer shall complete the Qualifications Statement and submit the same with his proposal. Failure to submit the Qualifications Statement and the documents required there under with the proposal may constitute grounds for rejection of the proposal.
-

The City of Inverness reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to the award of the contract.

- 2.3 PROPOSER'S COSTS: The City shall not be liable for any costs incurred by the Proposer in responding to this RFP.
- 2.4 PROPOSAL ACCEPTANCE: Proposer warrants by virtue of submitting his/her proposal that the proposal and the prices quoted within will be firm for acceptance by the City for a period of 90 days from the date of RFP opening, unless otherwise stated in the RFP.
- 2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Proposer agrees and understands that, unless specifically and expressly provided for herein, the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 2.6 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 2.7 REJECTION OF PROPOSALS: The City reserves the right to accept or reject any or all proposals, parts of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 LEGAL REQUIREMENTS:
- 2.8.1 Applicable provisions of all laws, ordinances, rules, and regulations within Federal, State, County, and Local governments shall govern development, submittal and evaluation of all bids received in response hereto and shall govern all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees, authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 2.8.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Proposers, Exhibits, Addenda, and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.
- 2.9 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful Proposer to perform services under this contract.

- 2.10 PROHIBITION OF INTEREST: No contract will be awarded to a Proposer who has City elected officials, officers, or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer List and prohibition from engaging in any business with the City.
- 2.11 CONFLICT OF INTEREST: The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.11.1 The Proposer represents itself to be an independent firm offering such services to the public and shall not represent itself or its employees to be employees of the City of Inverness. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Inverness, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 2.12 NO CONTINGENT FEE: Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the contract. Further, that Proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the contract. For a breach or violation of this provision, the City shall have the right to terminate the contract without liability at its discretion.
- 2.13 PUBLIC RECORDS/CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall always be open for inspection by any person (Section 119.01, F.S., Public Records Law). Information and materials received by the City in connection with all Proposer responses shall be deemed to be public records subject to public inspection upon award, recommendation for award or 30 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, the Bidder should claim the exemption and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 2.14 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services, for the construction or repair of a public building or public work, to leases of real property to, or perform

work as a Proposer, supplier, subcontractor, or consultant under a contract with, or transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- 2.15 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the proposal.
- 2.16 SUB-CONTRACTORS: If the Proposer intends to use subcontractors to provide services to the City, this information must be a part of the RFP response. Such information shall be subject to review, acceptance, and approval of the City prior to any contract award. The City reserves the right to approve or disapprove any subcontractor candidate in its best interest.
- 2.17 CONTRACT: A sample copy of the contract is made a part of this RFP. The contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Council.
- 2.18 COMPLIANCE WITH LAWS: The selected Contractor, its officers, agents, employees, and sub-contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if the City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, or sub-contractors, then the Contractor shall immediately desist from and correct such violation. If the Contractor is in violation of any law, the Contractor shall be solely responsible for coming into compliance with such law and the payment of any fine charged for such violation.
- 2.19 PROPOSER'S REPRESENTATION: By virtue of its submission of its response to the RFP, the Proposer represents that it has reviewed all information which it has reason to believe is relevant to making their proposal, including any necessary site inspections, field inspections, measurements, and visits. Further, the Proposer attests that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.
- 2.20 ADDITIONAL PROVISIONS:
- 2.20.1 Correction on bids.
- (a) Mathematical errors — Errors in extension of unit prices or mathematical calculations may be corrected by the City Manager or designee prior to the award. The unit prices shall not be changed.
 - (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid with the Finance Director through a written directive.
 - (c) Voluntary reduction of price — The City may accept a

voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may not be used to ascertain the lowest responsive bidder.

2.20.2 Cancellation of proposal.

- (a) Any time prior to the proposal's opening date and time, the city may cancel or postpone the proposal opening or cancel the Request for Proposal in its entirety.
- (b) After proposals are open, any proposal may be rejected by the city.

2.20.3 Withdrawal of bids.

- (a) Any Proposer may voluntarily withdraw or amend their bid prior to the proposal opening by providing written notice to the City. Amendments should be forwarded to the City Clerk, sealed, and identified.
- (b) After proposal opening, vendors shall not be allowed to withdraw a proposal in less than ninety (90) days, or a specific time stated in the request for proposal with the following exception: The proposal is so outrageous as to be prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

- 2.21 CANCELLATION FOR NON-APPROPRIATED FUNDS: The obligation of the City for payment to a consultant is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

The City of Inverness
Request for Proposal- Auditing Services
RFP # 2024-01-FIN

SECTION 3 - CONSIDERATION OF AWARD

3.1 EVALUATION METHOD: The items to be considered during the evaluation process are as follows:

3.1.1 Mandatory Elements:

- The Audit firm is independent and licensed to practice in Florida under Chapter 473, Florida Statutes.
- The firm has no conflict of interest regarding any other work performed by the firm for the City of Inverness.
- The firm adheres to the instructions in the Request for Proposals on preparing and submitting the proposal.
- The firm submits a copy of its most recent external quality control review report, and the firm has a record of quality audit work.

3.1.2 Evaluation Criteria:

The following criteria shall be used to evaluate the proposals:

Evaluation Criteria	
A) Technical Quality	
1. Expertise and Experience	
(i)	The firm's experience and performance on comparable government engagements.
(ii)	The quality, expertise, and experience of the firm's professional personnel to be assigned to the engagement and the ability to provide the required services.
2. Response of References	
3. Audit Approach	
(i)	Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel.
(ii)	Adequacy of sampling techniques and audit work plan.
(iii)	Adequacy of analytical and substantive procedures.
B) Price	

- 3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the proposals will be conducted by the Audit Selection Committee, consisting of City Council. The City Manager and Finance Director will act as advisors to the Committee. The Committee will evaluate all responsive proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the proposals as submitted.
- 3.2.1 The Finance Director and City Manager shall conduct interviews, as needed, with Proposers and provide findings to Committee for evaluation purposes.
- 3.2.2 The City reserves the right to award the contract to that Proposer who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.
- 3.2.3 The evaluation of the interview findings, rankings, and contract award recommendations will be reviewed by the City Council which shall then make its determination. The recommendation of the Finance Director and City Manager shall be advisory only. If the City Council does not select the highest ranked firm, it shall document its reasons for not selecting the highest ranked firm.
- 3.2.4 After award of the contract, the Proposer/Contractor shall be instructed to commence the work by written instruction in the form of a Purchase Order issued by the Finance Department and a Notice to Proceed issued by the City Manager. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to City of all required documents and after execution of the Contract by both parties.

The City of Inverness
Request for Proposal- Auditing Services
RFP # 2024-01-FIN

SECTION 4 - SPECIAL CONDITIONS

- 4.1 TIME FOR COMPLETION/LIQUIDATED DAMAGES: Because damages will be difficult to ascertain, liquidated damages of \$250 per day will be deducted from the contract sum for each regular workday the Contractor does not perform significant services as a result of their scheduling or performance. The Contractor will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the services within the applicable time and performance.
- 4.2 COUNTY/STATE LICENSE REQUIREMENTS: Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract. Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.
- 4.3 INDEMNIFICATION: Contractor shall at all times hereafter indemnify, hold harmless, and at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees against any causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any claims, losses, liabilities, expenditures, demands or causes of action of any nature resulting from injuries or damages sustained by any person or property. In the event a lawsuit or other proceeding is brought against the City by reason of any claim, cause of action, or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at the City's option, pay for an

attorney selected by the City Attorney to defend the city. The provisions and obligations of this section shall survive the expiration or early termination of this contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due to the Contractor under this contract may be retained by the City until all of City's claims for indemnification pursuant to this contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

- 4.3 INSURANCE: To ensure the indemnification obligation contained above, the Contractor shall, at a minimum, provide, pay for, and maintain during the term of this contract, unless otherwise provided, the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- The contractor shall pay all deductible amounts, if any.
- The contractor shall specifically protect the City by naming the City of Inverness and its Officers, Agents, Employees and Council Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

- 4.3 Commercial Liability Insurance: A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or

operations. Independent

contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be

afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' non-ownership, if applicable.

Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) for each accident.

Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence.

The contractor shall furnish to the City's Finance Director a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

The certificate provided for the City of Inverness must cite the City of Inverness as an additional insured. Thirty (30) days written notice must be provided to the City via certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverage expires prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications

that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

The City of Inverness
Request for Proposal- Auditing Services
RFP # 2024-01-FIN

SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS

5.1 SCOPE OF WORK TO BE PERFORMED

The City of Inverness requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with general accepted accounting principles and the financial reporting requirements of Governmental Accounting Standards Board Statement No. 34 “Basic Financial Statements- and Management’s Discussion and Analysis for State and Local Governments”.

The Auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules. However, the Auditor is to provide an “in relation to” report on the combining and individual fund financial statement and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit the statistical section of the report which will commence with the FY 2024 audit.

The Auditor shall also be responsible for performing certain limited procedures involving required Management’s Discussion and Analysis and the required supplementary information required by the Government Accounting Standards Board as mandated by general accepted auditing standards.

The Auditor is required to audit the schedule of federal and state financial assistance in accordance with the Federal and Florida Single Audit Act respectively.

The City of Inverness currently publishes an annual financial report for The City and for the Inverness Community Redevelopment Agency. The City desires to develop a comprehensive financial report starting with the Fiscal Year 2024 report. The city requests guidance during this implementation and requests responding firms to include an optional proposal for work associate with this report conversion.

The Auditor may be requested to perform other auditing services at the discretion of the City. Any such additional work agreed to between the City of Inverness and the selected firm shall be performed in accordance with the provisions specified in Section 5.2-5.11 of this Request for Proposal.

5.2 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards and Audits of State and Local Governmental Units as issued by the American Institute of Certified Public Accountants (AICPA).

2. Government Auditing Standards, as issued by the Comptroller General of the United States
3. Circular No. A-133, Audits of State and Local Governments, Office of Management and Budget.
4. The provisions of the Federal Single Audit Act (as amended).
5. The provisions of the Florida Single Audit Act (as amended).
6. Rules and State of Florida Department of Banking and Finance Regulations.
7. Statements on Auditing Standards (GAAS).
8. Rules of the Auditor General, State of Florida relating to Chapter 10.550.
9. Section 218.39, Florida Statutes, and any other applicable Florida Statutes.
10. Other applicable federal, state, and local laws or regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.

5.3 **REPORTS TO BE ISSUED**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following:

1. A report on the fair presentation of the basic financial statements, in conformity with generally accepted accounting principles.
2. An "in relation to" report on the combining and individual fund financial statements and supporting schedules.
3. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
4. A report on compliance with laws and regulations.
5. A "management letter" required by Section 10.554(g) of the rules of the Auditor General of the State of Florida.
6. Reports required by the Single Audit Act of 1996 and OMB Circular A-133 to include:
 - a. An "in relation to" report on the schedules of federal and state financial assistance.

- b. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
- c. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Circular A-133.
- d. A schedule of findings and questioned costs.
- e. Non-reportable conditions discovered by auditors shall be reported in the management letter required by Florida Statutes 11.45 (3) (a) (4), which shall be referred to the report on internal control structure and compliance.
- f. A report on compliance with requirements applicable to State Financial Assistance.
- g. Irregularities and illegal Acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Finance, City Manager and City Council as appropriate.

5.3 REPORTS TO THE CITY MANAGER AND THE FINANCE DIRECTOR.

Auditors shall also disclose the following:

- 1. The auditor's responsibility under generally accepted auditing standards, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Governmental Auditing Standards.
- 2. Significant new or changes in accounting policies and implementation.
- 3. Significant management judgments and accounting estimates.
- 4. Significant audit adjustments.
- 5. Other information is in documents containing audited financial statements.
- 6. Disagreements with management.
- 7. Consultation with other accountants.
- 8. Major issues discussed with management prior to retention.
- 9. Difficulties encountered in performing the audit.

The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with generally accepted accounting principles no later than March 31, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

5.4 SPECIAL CONSIDERATIONS AND SERVICES

- 1. The City of Inverness may send the comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program commencing with the Fiscal Year 2024 report. The auditor

will be required to provide special assistance to the City of Inverness to meet the requirements of that program by providing technical advice to ensure awarding of certification.

2. With the change in the Auditor General Requirement, the Auditor will also assist in the Financial Condition Assessment.
3. The Auditor will assist the city in complying with changes in any reporting requirements to remain in conformity with generally accepted accounting principles.

5.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the Auditor's expense, in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archived and records Management (a division of the Florida Department of State). The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. City of Inverness
2. U.S. General Accounting Office (GAO)
3. Cognizant Agency
4. Parties designated by the federal or state governments or by the City of Inverness as part of an audit quality review process
5. Auditors of entities of which the City of Inverness is sub recipient of grant funds

In addition, the firms shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditors will be required to notify the Director of Finance of the request, as appropriate.

5.6 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

1. **Finance Department**
The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City of Inverness.
2. **Information Technology (IT) Assistance**
Certain IT personnel will be available to assist the auditor in performing the engagement. IT personnel will also be available to provide systems documentation and explanations. The Auditor will be provided computer time and inquiry only use of the City of Inverness' computer hardware and software.
3. **Work Area, Network, Telephones, Photocopying and Fax Machines**

The City of Inverness will provide the auditor with a reasonable workspace, desks, and chairs. The auditor will also be provided with access to telephone lines, wireless network service, photocopying facilities, and facsimile machines for the on-site audit staff.

Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

5.7 REPORT PREPARATION

Auditor shall prepare all individual, combining and entity wide Financial Statements, the Independent Auditor's Report, and the Notes to the Financial Statements. The City will provide transmittal letters, management's discussion and analysis, and information for statistical schedules. Annual Financial Report (AFR) preparation, editing and printing (up to 30 copies) shall be the responsibility of the auditor. The Auditor shall provide an electronic copy of the AFR in Acrobat (pdf) format. The cost of this item should be listed separately. The City will provide the trial balances for each individual fund.

5.8 DESCRIPTION OF THE GOVERNMENT

5.8.1 Background Information

The City of Inverness is the largest municipality in Citrus County and continues to grow at a managed pace. Residents take pride in being the County Seat of Government and becoming the principal hub for special events, culture, and activity. Bordered by forests and lakes, natural resources have been protected and managed to provide a wealth of outdoor opportunities for family enjoyment. We are a community with a strong vested interest in respecting our history and environment, while positioning ourselves for future growth. Inverness, a transformed City of pride, progress, local values, and opportunity. The City of Inverness' fiscal year begins on October 1 and ends on September 30.

The City of Inverness provides the following services to its citizens including, but not limited to:

General Government	Cultural Services
Sanitation, Recycling	Water and Sewer
Public Safety	Reclaimed Water
Community Development	Cemetery
Public Works (Streets, Storm water)	Parks and Recreation
Special Events	

The City of Inverness has an annual payroll of approximately \$5,358,974 covering 68 full-time equivalent positions.

The City of Inverness is organized into seven departments. The accounting and financial reporting functions of the City of Inverness are centralized.

More detailed information on the government and its finances can be found on the City's website at <http://www.inverness.gov>. The City's Annual Financial Reports (AFR) and Annual Budgets can be found at <https://www.inverness-fl.gov/17/Financials>. More detailed information on the government and its finances can be found in the City's Adopted Budget Document, Annual Financial Report, Code of Ordinances, and Administrative Policies and Procedures Manuals available in the City Clerk's Office and the Finance Department, located at the City of Inverness City Hall or the City website at www.inverness.gov.

The City of Inverness provides the following services to its residents:

5.8.2 Fund Structure

The City of Inverness uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	Number of Funds	Number with Legally Adapted Annual Budgets
General Fund	1	1
Special Revenue Funds	2	2
Debt Service Funds	0	0
Capital Projects Funds	1	1
Enterprise Funds	2	2
Internal Service Funds	0	0
Trust and Agency:		
Expendable Trust Funds	0	0
Nonexpendable Trust Funds	0	0
Pension Trust Funds	1	1
Agency Funds	0	0
General Fixed Assets Account Group	1	N/A
General Long-Term Debt Account Group	1	N/A

The number of funds may be increased or decreased depending on the City's requirements.

5.8.3 Pension Plans

The City of Inverness participates in the following pension plans:

Plan	Defined Contribution	Defined Benefit	Deferred Compensation
401 (a) Plan administered by the Florida League of Cities	X		
Deferred Compensation Plan (457) administered by Nationwide			X
Florida Retirement System		X	

5.8.4 Availability of Prior Audit Reports and Working Papers

Interested Proposers who wish to review prior years' Annual Financial Reports (AFR) and management letters should contact Alexis Koter, 212 W. Main Street, Inverness Florida 34450, and (352) 726-5016. The City of Inverness will use its best efforts to make prior audit reports and supporting working papers available to Proposer to aid their response to this Request for Proposal.

5.9 SCHEDULES FOR CONDUCTING AUDIT

During the second and third years of the Financial Auditing Services contract, the Auditor shall complete each of the following no later than the dates indicated below. As a result of the proposal due date for the fiscal year 2024 (first year of the contract), these dates will be determined by mutual agreement during contract negotiations.

1. Detailed Audit Plan

The Auditor shall provide the City of Inverness by October 15th, with a detailed audit plan and a list of all schedules to be prepared by the City of Inverness.

2. Interim Work

The Auditor shall complete interim work by November 30th.

3. Fieldwork

The Auditor shall complete all fieldwork by February 28th.

4. Draft Reports

The auditor shall have drafts of the audit report and recommendations to management available for review by March 31st.

5. Date Audit May Commence

The City of Inverness will have all records ready for audit and all management personnel available to meet with the firm's personnel as of November 30th of each year.

6. Date Final Report is Due

The auditor will deliver the opinion letter, management letter, and all final requested reports by April 30th of each year. The final report and the 30 signed copies should be delivered to the Finance Director, 212 W. Main Street, Inverness, FL 34450.

5.10 **PROPOSAL REQUIREMENTS:**

5.10.1 **Proposal Format**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services, or capabilities. Emphasis should be placed on clear, complete presentation of information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

5.10.2 **Submission of Proposals**

The following material is required to be submitted with your Proposal Package

a) **Title Page**

Title Page showing the Request for Proposals' subject, the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

b) **Table of Contents**

c) **Transmittal Letter**

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.

d) **Detailed Proposal**

The detailed proposal should address all the points outlined in the Request for Proposals. The detailed proposal should follow the order set forth in the Request for Proposals.

e) **Executed copies of the Proposal Package**

5.10.3 **Technical Proposal**

1. **General Requirements**

The purpose of the Technical Proposal is to demonstrate the qualification, competence and capacity of the firms seeking to undertake an independent audit of the City of Inverness in conformity with the requirement of this

Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

The Technical Proposal should address all the points outlined in the Request for Proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposers' Capabilities to satisfy the requirements of this Request for Proposal.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Inverness as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (1988).

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the City of Inverness or any of its (agency/agencies or component units/agencies, component units or oversight unit) for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Inverness written notice of any professional relationships entered into during the period of this agreement.

3. License to practice in Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered and licensed to practice in the State of Florida.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal Auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement about whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the state or federal regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, specialists, and staff who would be assigned to the engagement and indicate whether each such person is (registered/licensed) to practice as a certified public accountant in Florida. The firm also should provide information on the government auditing experience of each person including information on relevant continuing professional education for the past three (3) years, the number of years of local government experience, experience as it relates to the latest GASB pronouncements, and membership in professional organizations relevant to the performance of this audit. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. Those personnel may also be changed for other reasons with the express prior written permission of the City of Inverness. However, in either case, the City of Inverness retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer if replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the City of Inverness

The firm should list separately all engagements within the last five (5) years, ranked based on total staff hours, for the City of Inverness by type of engagement (i.e. audit management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was carried out, and the name and telephone number of the principal client contact.

7. Similar Engagements with other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagement (Maximum of five) performed in the last five (5) years that are like the engagement described in this Request for Proposal.

These engagements should be ranked since total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and

telephone number of the principal client contact.

Identify all current government clients and their fiscal year end date. Identify all government clients for which you will engage as auditor for the fiscal year ending September 30, 2023. Provide the number of funds maintained by and the total revenues of the clients for the most recent fiscal year audit.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section III of this Request for Proposals. In developing the work plan, reference should be made to such sources of information as the City of Inverness's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- Proposed segmentation of the engagement.
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Sample size and the extent to which statistical sampling is to be used in the engagement.
- Extent of use of EDP software in the engagement.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken to gain and document an understanding of the City of Inverness' internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purpose of tests of compliance.

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Inverness.

10. Report Format

The proposal should include sample formats for required reports.

5.11 Schedule of Proposal Prices

a) Total All-Inclusive Maximum Price

The Schedule of Proposal Prices should contain all pricing information relative to performing the audit engagement as described in this Request for Proposals. The total all-inclusive maximum price to bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Inverness will not be responsible for expenses incurred in preparing and submitting a response. Such costs should not be included in the proposal.

The first page of the Schedule of Proposal Prices should include the following information:

- Name of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City of Inverness.
- A Total All-Inclusive Maximum Price for the 2024 engagement

b) Rates By Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the Schedule of Proposal Prices should include a schedule of professional fees and expenses, presented in the Proposal Package- Section V- Part I. that supports the Total All-inclusive Maximum Price. The cost of special services described in Section III, Item E “Special Considerations and Services” of this Request for Proposals should be disclosed as separate components of the Total All-inclusive Maximum Price.

c) Out-Of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by the City of Inverness for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the Proposal Package- Section V, Schedule of Proposal Prices. All expenses reimbursements will be charged against the Total All-inclusive Maximum Price submitted by the firm.

d) Rates for Additional Professional Services

If it should become necessary for the City of Inverness to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work because of the specific recommendations included in any report issued on this engagement to the contract between the City of Inverness and the firm. Any such additional work agreed to between the City of Inverness and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in the Proposal Package- Section V. Schedule of Proposal Prices- Part 3.

e) Invoices for Fees

All invoices for fees, services, or costs shall be submitted with sufficient detail to demonstrate strict compliance with contract terms.

**City OF INVERNESS
AUDIT SERVICES
SCHEDULE OF PROPOSAL PRICES- PART 1**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE SEPTEMBER 30, 2024-2026 FINANCIAL STATEMENTS
SUPPORTING SCHEDULE FOR AUDIT SERVICES**

	HOURS	PROPOSED HOURLY RATES	PROPOSED TOTAL
Partners			
Managers			
Supervisory Staff			
Staff			
Other (specify)			
Subtotal			
Other Expenses (specify):			
Total All-Inclusive Price for Audit Services			
Year 1			
Year 2			
Year 3			
Grand Total Price for Audit Services (3 Years)			\$

Grand Total Price for Audit Services (3 Years) Written

NOTE: If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract for which there is a change.

**City OF INVERNESS
AUDIT SERVICES
SCHEDULE OF PROPOSAL PRICES- PART 2**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2024 FINANCIAL STATEMENTS
COMBINING SCHEDULE –ALL SERVICES**

Nature of Services to be Provided	Schedule	Total Price
Florida Single Audit		
Federal Single Audit		
CAFR (preparing, editing and printing 30 copies)		
Other (specify)		
TOTAL		\$

Total Amount Written

Each service described in Section 5, 5.4-Special Consideration and Services should be supported by an individual schedule in the format provided on Part 3 of the Schedule of Proposal Prices.

SCHEDULE OF PROPOSAL PRICES- PART 3
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE SEPTEMBER 30, 2024- 2026 FINANCIAL STATEMENTS
SUPPORTING SCHEDULE FOR AUDIT

	HOURS	PROPOSED HOURLY RATES	PROPOSED TOTAL
Partners			
Managers			
Supervisory Staff			
Staff			
Other (specify)			
Subtotal			\$
Other Expenses (specify):			
Total Price for Audit			
TOTAL			\$

Total Amount Written

Each service described in Section III, Tem E- Special Considerations and Services should be supported by individual schedule.

NOTES: If the proposed hourly rates used to calculate the price for any contract year are different from contract year one (1) rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change.
Any discrepancy between the written and numerical, the written prevails

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with the State of Florida laws with respect to foreign (non-state of Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Inverness.
- D. The proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Schedule A
NON-COLLUSIVE AFFIDAVIT
RFP # 2024-01-FIN

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work.
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by _____,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

The City of Inverness
DRUG-FREE WORKPLACE FORM
RFP # 2024-01-FIN

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

The City of Inverness
PUBLIC ENTITY CRIME STATEMENT
RFP # 2024-01-FIN

“A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

The City of Inverness
PROPOSER INFORMATION
RFP # 2024-01-FIN

Communications concerning this proposal shall be addressed to:

Company Name: _____

Federal Tax I.D. No.: _____ Proposer's

Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

The City of Inverness
ACKNOWLEDGEMENT OF BUSINESS TYPE
RFP # 2024-01-FIN

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____

by: _____,

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **City OF:** _____

*The foregoing instrument was acknowledged before me this ____ day of _____ 202____, by
_____ who is (who are) personally known to me or who has
produced*

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

The City of Inverness
REFERENCES RFP # 2024-01-FIN

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. Additional references may be provided by attachment.

Proposer: _____

1. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

2. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email Address: _____
Services provided: _____
Years of Service: _____

3. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email Address: _____
Services provided: _____
Years of Service: _____

4. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email Address: _____
Services provided: _____
Years of Service: _____

5. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email Address: _____
Services provided: _____
Years of Service: _____

The City of Inverness
QUALIFICATION STATEMENT
RFP # 2024-01-FIN

To properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____
Street

City State Zip

Telephone No.: () Fax No. ()

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____
4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
- _____
- _____
5. If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute
6. How many years has your organization been in business under its present business name? _____
- a. Under what former names has your business operated? _____
- _____
7. Indicate registration, license numbers or certificate numbers for the business or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.
- _____
8. Litigation/Judgments/ Settlements/ Debarments/ Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing Auditing Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.
- _____
- _____
9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
- _____
- _____
10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
- _____
- _____
11. State the name of the individual who will have personal management of the work:
- _____
12. State the name and address of attorney, if any, for the business of the Proposer:
- _____
- _____

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposers business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>

16. Do you have a complete set of documents, including drawings and addenda (if applicable)?

Yes ☐ No ☐

17. Bank References:

<u>Bank</u>	<u>Address/City/State/Zip</u>	<u>Telephone</u>

18. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items: (Provide only if requested and top (3) three in selection)

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stock and bonds, equipment, furniture and fixtures, inventory, and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

19. State the name of the firm preparing the financial statement and date thereof:

20. Is the financial statement for the identical organization named on page one? Yes ☐ No ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

22. Are you Certified? Yes ☐ No ☐ If Yes, ATTACH A COPY OF CERTIFICATION
Are you Licensed? Yes ☐ No ☐ If Yes, ATTACH A COPY OF LICENSE

23. Do you have the required insurance coverage set forth in the RFP?
Yes ☐ No ☐ If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

24. Has your company or you personally ever declared bankruptcy?
Yes ☐ No ☐ If Yes, explain: _____

25. Have you ever received a contract or a purchase order from the City of Inverness or other governmental entity? Yes ☐ No ☐

26. If yes, explain (date, service/project, bid title, etc.) _____

27. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?
Yes ☐ No ☐ If yes, explain: _____

28. Have you ever been debarred or suspended from doing business with any governmental entity?
Yes ☐ No ☐ If yes, explain: _____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to Cancel and terminate the award and/or contract.

Proposer's Signature

Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____ who is personally known to me or who has produced
_____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL BY THE City
ATTORNEY**

CONTRACT

THIS CONTRACT is entered into by and between the City OF INVERNESS (City), a municipal corporation and _____ (Contractor), as follows.

W I T N E S S E T H:

WHEREAS, pursuant to RFP # _____ (the RFP) the city accepted competitive proposals for _____ (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the Contractor's Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation Finance Director and the City Council of the City of Inverness, Florida, the City has determined that the best proposal was submitted by Contractor and that Contractor has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the City has awarded the Contract to Contractor for the Services on _____, 20____, Resolution No 20____/____;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of Contractor's proposal in a binding Contract which contains the terms required in the RFP and the Contractor's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of Contractor, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable

part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The City Manager shall appoint a Contract Administrator to act on behalf of the City with respect to this Contract.

1.3 Except as specifically modified herein, the Contractor shall be bound by the terms and conditions and prices as set forth in the RFP and the Contractor's Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The City may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the City deems it to be in the best interest of the City.

1.5 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence upon final execution of the Contract by the City and shall expire () years from that date. The city reserves the right to extend the Contract for () additional one (1) year term(s) providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 City agrees to pay Contractor, in the manner specified herein, the amounts set forth in Contractor's Response for work performed and completed pursuant to this Contract, which amount shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be

reasonably inferred from the Scope of Services. No amount shall be paid to Contractor to reimburse its expenses.

3.2 Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the City and shall have sufficient detail to demonstrate compliance with the contract and to enable the City to determine the work accomplished and proper compensation due.

3.3 City shall pay Contractor within thirty (30) calendar days of receipt of Contractor's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by the City.

ARTICLE 4

INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Nothing herein shall be deemed a waiver or limitation on City's sovereign immunity or any limitations on City liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

The contractor shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Council upon such notice as the City Council deems appropriate under the circumstances in the event the City Council determines that termination is necessary to protect the public health or safety. The parties agree that if City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Council, which the City Council deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Contractor, for City's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due Contractor shall be withheld by City until all documents are provided to City

pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the Contractor is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

6.6.1 In the event a Contractor is terminated, the City may assign the Contract to another Contractor, or seek a new Contractor, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 Contractor shall not unlawfully discriminate based on race, color, national origin, sex, religion, age, political affiliation, or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate.

7.2 Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) while providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination based on disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

All reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of City; and,

if a copyright is claimed, Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Project. The contractor and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Project. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Contractor's and its subcontractors' records, Contractor and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

- Keep and maintain all records that ordinarily and necessarily would be required by the city to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems to the City. All records shall be transferred to the City prior to final payment being made to the Contractor.

- If the Contractor does not comply with this section, the City shall enforce the contract in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

The contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

8.3 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause. The Contractor agrees that any complaints received by the city concerning misconduct on the part of the Contractor, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The Contractor agrees to make any complaints concerning the city available to the Office of the City Manager for action as required.

8.4 PUBLIC ENTITY CRIME ACT

Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by City pursuant to this Contract and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.5 INDEPENDENT Contractor

Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to the Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, Contractor shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. The contractor shall be entitled to no City employment benefits of any kind whatsoever.

8.6 THIRD PARTY BENEFICIARIES

Neither Contractor nor City intends to benefit a third party directly or substantially by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR City:

Eric Williams, City Manager
Inverness Government Center
212 W. Main Street
Inverness, Florida 34450

FOR Contractor:

8.8 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. City may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Contract or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

8.9 CONFLICTS

Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

Contractor further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

8.10 MATERIALITY AND WAIVER OF BREACH

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.11 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.12 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifth Judicial Circuit in Citrus County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.
BY ENTERING INTO THIS CONTRACT, Contractor

AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The ITB, Exhibit "A", the Contractor's Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.18 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.19 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

City OF INVERNESS

By: _____
Jacquie Hepfer, Council President

Date: _____

ATTEST:

City CLERK

Contractor

Witnesses:

By: _____
Title: _____

Printed Name: _____

Date: _____

**ATTACHMENT “A”
ADDITIONAL TERMS AND CONDITIONS**

EXHIBIT “A”

Request for Proposals - _____

RFP # 2024-01-FIN

EXHIBIT “B”
Contractor’s Response to
Request for Proposals - _____
RFP # 2024-01-FIN

The City of Inverness, Florida (City) will receive sealed proposals until **2:00 pm**, local time, on **Friday, September 20, 2024**, in the City Clerk's Office, located on the 2nd floor of the Inverness Government Center, 212 W. Main Street, Inverness FL 34450. Proposals delivered to any other location will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer. Proposals will not be accepted via fax.

At 2:05 pm or shortly thereafter, only the names of the respondents will be read aloud.

A clearly marked original, six (6) copies and one (1) digital copy must be sealed and clearly marked "**Sealed Proposal Auditing Services RFP # 2024-01-FIN**" on the exterior of the package submitted.

Request for additional information or clarifications must be made in writing to the City Clerk's Office. Facsimile or e-mail requests are acceptable. The City Clerk's Office will issue replies to inquiries and additional information, or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to the Request for Proposal. Questions must be received no later than **5:00 pm, September 18, 2024**.

City of Inverness
City Clerk's Office
212 W. Main Street
Inverness, Florida 34450
sjackson@inverness.gov
(352)726-2611

It will be the sole responsibility of the Proposer to contact the City Clerk's Office prior to submitting a response to determine any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

Respondents to this solicitation or person acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Inverness City Clerk or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Inverness reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

Eric C. Williams
City Manager

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Annual Road Improvement RFP 2024-02 DPW Bid Award*

CC: Susan Jackson, City Clerk, Rob Pell, Assistant Public Works Director, Alexis Koter, Finance Director

Enclosures: 1. Inverness Street Resurfacing - Bid Packet
2. Inverness Street Resurfacing 2024 Attendance Bid Tabulation Sheet - Submittals

This year's Road Improvement Project consists of approximately **3.22** total miles of milling and resurfacing assessment, pavement design, and minor drainage improvements. The project will include two subdivisions, Highland Woods, Pine Grove Manor, and several other connecting streets throughout the City.

The City released a Request for Proposals and received sealed bids that were read aloud on August 5th, 2024 for the project. Below is a summation of each submittal that was verified and tabulated with the total project proposal amounts shown.

Contractor	Total Bid Amount
CW Roberts Contracting, Inc.	\$1,164,234.36
Superior Asphalt Inc.	\$1,200,300.11

The Engineer of Record (see attached letter) and the Interim Public Works Director have reviewed the submittals for responsiveness and proposed pricing. It should be noted that Gary Downing, PE of Lochner Engineering, acting as reviewing Engineer for the City, has noted that calculations made by the contracted Engineering Firm George F. Young may have overestimated the amount of roadway to be resurfaced. As such, it is anticipated that the final cost of the project may be lower than the estimates. If so, the reduction in cost can be accomplished through a Change Order. Rather than delay the project, it is recommended that the additional funds needed to fulfill this Purchase Order be dedicated from the Infrastructure Reserve Balance.

It is recommended that Council proceed to award the project to CW Roberts Contracting, Inc. being the lowest and best responsive bidder. Should the Council proceed with the recommended award, the project should commence within 10 days of issuance of a notice to proceed. The construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion, 120 days total. We look forward to bringing this project forward as it is an important step in maintaining critical infrastructure throughout the City.

Recommended Action:

1. Motion and second to award RFP 20224-02 DPW to CW Roberts Contracting Inc in the amount of \$1,164,234.36 and authorize the City Manager to execute the Agreement, Notice of Intent to Award, Notice to Proceed and manage change orders to the project.
2. Deliberate the Matter
3. Vote the Matter

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

Specifications
FOR
INVERNESS STREET RESURFACING PROJECT



Inverness, Florida

JULY 2024

Bid Number 2024-02-DPW

SECTION 00002 – TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>
00020	Invitation to Bid
00100	Instructions to Bidder
00300	Bid Form
00302	Public Entity Crimes Statement
00303	Drug Free Workplace Form
00500	Agreement
00622	Application for Payment
00625	Substantial Completion
00630	Performance and Payment Bond
00650	Certificate of Insurance
00700	General Conditions
00800	Special Provisions
00841	Notice of Intent to Award
00842	Notice to Proceed
00850	Change Order
00860	Contract Field Order
01600	Materials and Equipment

END OF SECTION

SECTION 00020 – INVITATION TO BID

CITY OF INVERNESS – Inverness Heights Paving Project

DATE: July 19, 2024

Project Number: 2024-02-DPW

NOTICE IS HEREBY GIVEN that the City of Inverness will receive sealed bids for removal and construction of **Inverness Street Resurfacing Project.**

All contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 2:00pm, E.S.T., on August 5, 2024, in the City Clerk's Office, located on the 2nd floor of the City of Inverness City Hall, 212 West Main Street, Inverness, Florida 34450. Bid submittals will be opened at 2:05pm E.S.T. on August 5, 2024, in a public meeting on the 1st floor of the Inverness Government Center at 212 W. Main Street, Inverness, FL. For more information, contact Gary Downing with H. W. Lochner at (813) 357-3750 or gdowning@hwlochner.com.

DESCRIPTION OF WORK: All work for the Project shall be constructed in accordance with the Specifications prepared by the Owner. Bids shall be submitted for demolition, disposal, furnishing, delivering, and installing all materials, equipment, and services, including labor for the Work, which generally involves the following activities:

Milling and resurfacing approximately 3.22 miles of residential roadway. Road segments included in this resurfacing project include the following:

1. Seminole Ave. – From US 41 to W. Highland Ave. – 0.25 Miles
2. Mossy Oak Dr. – From Hoffman Ln. to End – 0.16 Miles
3. Elm Ct. – Entire Length – 0.03 Miles
4. Peterson Ct. – Entire Length – 0.02 Miles
5. W. Grace St. – From S. Line Ave. to US 41 – 0.56 Miles
6. Poe St. – Old Floral City Rd. to Longfellow Ter. – 0.22 Miles
7. Holmes Ave. – From Eden Dr. to Emerson St. – 0.08 Miles
8. Emerson St. – From Cooper Ave. to Greenleaf Ave. – 0.16 Miles
9. Greenleaf Ave. – From Emerson St. to Claymore St. – 0.06 Miles
10. Lakeshore Dr. – Full Length – 0.35 Miles
11. Knob Hill St. – Entire Length – 0.08 Miles
12. Hillside Ct. – From Old Floral City to Lakewood Dr. – 0.08 Miles
13. Lakewood Dr. – From Mossy Oak Dr. to Hillside Ct. – 0.13 Miles
14. Meadow Ln. – From Old Floral City Rd. to Lakewood Dr. – 0.08 Miles
15. Grove Manor Blvd. – From Pleasant Grove Rd to Sweet Pine Pt. – 0.13 Miles
16. Great Pine Pt. – Entire Length – 0.18 Miles
17. Sweet Pine Pt. – Entire Length – 0.19 Miles
18. S. Woodlawn Ave. – Entire Length – 0.09 Miles
19. W. Circlewood St. – Entire Length – 0.12 Miles
20. E. Circlewood St. – Entire Length – 0.08 Miles

21. Stotler Ave. – From SR 44 to Leroy Bellamy Rd. – 0.17 Miles

CONTRACT TIME: Construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion (120 days total).

Bid Package: Bid packages may be obtained electronically by contacting the office of the City of Inverness City Clerk.

City of Inverness City Clerk
212 W Main St
Inverness, FL 34450
Phone: (352) 726-2321
E-mail: sjackson@inverness.gov

All bids shall be prepared using the Bid Package and Specifications. Addenda will be sent via e-mail to all plan holders up to seventy-two (72) hours before the Bid closing time. The Owner is not responsible for delivery of addenda to prospective bidders.

BID SECURITY: A 5% bid security will be required for this project, if contract price exceeds \$100,000.

PERFORMANCE AND PAYMENT BOND: The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price, if it exceeds \$100,000. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The City of Inverness reserves the right to waive formalities, waive any technical defects, reject any and all bids, and accept any bid which represents the lowest and best offer to the City.

Eric C. Williams
City Manager

END OF SECTION

SECTION 00100 – INSTRUCTIONS TO BIDDER

A. DEFINITION

1. Bidding documents include the Invitation to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

B. COPIES

1. Bidding Documents may be obtained in compliance with the Invitation to Bid. No partial sets of the Bidding documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids; the Owner will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. QUESTIONS

1. Any Bidder who is in doubt as to the true meaning of any part of the Bidding documents, or finds a discrepancy or omission therein, may submit to the City of Inverness a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Owner at least seventy-two (72) hours prior to the bid opening.
2. All questions concerning the bid documents shall be directed to the Owner by email to sjackson@Inverness.gov. Any interpretation, correction or change of the bidding Documents will be made by Addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

D. ADDENDA

1. Addenda will be issued by fax and/or e-mail. All Addenda issued during time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract.
2. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification.

EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.
- B. All Bidders shall promptly notify the Owner in writing, e-mail or fax of all questions, conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. No verbal responses to questions will be provided. Information obtained from an officer, agent, or employee of the Owner or any other person shall not officially amend the bid package. Only issued addenda can officially modify the bid documents.

BIDDING PROCEDURE

A. FORM OF BID

1. Each Bid shall be submitted on the Bid Form (Section 300) prepared by the Owner and included as part of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid. The Bidder must fill in all relevant blank spaces. In Unit Price type Bids, the Bidder must furnish a Unit Price for all items, regardless of the quantity.
2. No conditional Bids will be accepted. Oral proposals or modifications will not be considered.
3. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
4. All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

B. BID SECURITY

A Bid security will be required for this project in the amount of 5% of the bid price, if it exceeds \$100,000.

C. SUBMISSION OF BIDS

1. One (1) original and two (2) copies of the Bid Form, Public Entities Crime Statement, Drug Free Workplace form, Insurance Certificate, Bid Bond, and Contractor License shall be submitted in a sealed envelope marked "**Sealed Bid for Inverness Street Resurfacing Project #2024-02-DPW**". The envelope should also bear the Bidder's name and address on the outside.
2. All bids must be received by the City Clerk at the Inverness Government Center, 212 West Main Street, Inverness, Florida 34450 prior to 2:00PM, E.S.T. on August 5, 2024.
3. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
4. Any bids not received and clocked in by the City prior to 2:00pm E.S.T. on August 5, 2024 will not be opened or considered.
5. All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten. The Bid form must be fully completed and executed when submitted.

D: BID OPENING

1. Bids will be opened in the Inverness Government Center Council Chambers, at 2:05 PM E.S.T. on August 5, 2024. The bids will be reviewed by the City and presented to the City Council for award.
2. The City, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS.

MODIFICATION AND WITHDRAWAL

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as amended for the Bid Opening. Properly withdrawn Bids will be returned to the person or firm submitting the Bid.
3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid form.
4. If a Contract is not awarded within ninety (90) calendar days after opening of Bids, a Bidder may file a written request with the Owner for the withdrawal of his Bid.

PERFORMANCE AND PAYMENT BOND

- A. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, if it exceeds \$100,000. The Bond shall be secured from a surety company listed on the Treasury Department's most current list and acceptable to the Owner.

BIDDER'S INTEREST IN MORE THAN ONE BID

- A. No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

END OF SECTION

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Sheet will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within ninety (90) calendar days and final completion within one hundred-twenty (120) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand, five hundred eighty-four (\$1,584) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____

No. _____, Date: _____

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ _____

WORDS: _____

THIS PROPOSAL DATED THIS _____ day of _____, 2024

ATTEST:

Witness: _____
Signature

By: _____
Authorized Signature (Principal)

Printed Name

Printed Name, Title

Company Name

Address: _____

Employee I.D. No.

Contractor's License Number

Telephone Number: _____

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: _____

COUNTY: _____

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or
contractor) is _____.

2. My relationship _____ (name of bidder or
contractor) is _____ (relationship such as sole proprietor, partner,
president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 2024.

Signed: _____
Notary Public

(Affix seal)

My commission expires: _____

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that
_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Bidder's Signature

Date

END OF SECTION

SECTION 00500 – AGREEMENT

This Agreement made this _____ day of _____, 2024 by and between the City of Inverness hereinafter called "Owner", and _____ doing business as a corporation hereinafter call "Contractor", for the completion of the Inverness Street Repaving Project.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$_____ and as shown in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, if it exceeds \$100,000, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion within 90 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Final Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$1,584 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. The Owner will make progress payments on monthly estimates based on the amount of work that the Contractor completes during the month (including value of materials and equipment not incorporated into the work but delivered and suitably stored). Payments will include a retainage of 10% until 50% of the contract is completed to a maximum value of 90%. Thereafter, at the sole discretion of the Owner, retainage may be reduced to 5% to a maximum of 95% after 50% (fifty percent) of the work is completed provided that
 - (a) Contractor is making satisfactory progress, and
 - (b) There is no specific cause for greater withholding.If, in sole determination of the Owner, the Contractor is not performing or complying with the current progress schedule, then the Owner may subsequently resume retaining 10% (ten percent) of all remaining payments.
7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Bid Sheet
- (d) Public Entity Crimes Statement
- (e) Drug Free Workplace Form
- (f) Agreement
- (g) Application for Payment
- (h) Certificate of Substantial Completion
- (i) Performance and Payment Bond
- (j) Certificate of Insurance
- (k) General Conditions
- (l) Special Provisions
- (m) Notice of Intent to Award
- (n) Notice to Proceed
- (o) Change Order Form
- (p) Contract Field Order Form
- (q) Material and Equipment
- (r) Addenda As Follows:

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
12. The Contractor shall indemnify and save harmless the City of Inverness its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any

claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Owner, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Inverness Street Resurfacing Project, dated July 19, 2024, shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.
14. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
15. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Inverness.

IN WITNESS WHEREOF, the parties thereto have executed, or cause to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Inverness

BY: _____

NAME: _____

Please Type/Print

TITLE: _____

DATE: _____

ATTEST:

NAME: Susan Jackson

Please Type/Print

TITLE: City Clerk

CONTRACTOR: _____

BY: _____

NAME: _____

Please Type/Print

ADDRESS: _____

DATE: _____

ATTEST:

NAME: _____

Please Type/Print

TITLE: _____

END OF SECTION

SECTION 00622 – APPLICATION FOR PAYMENT NO.

To: _____

Contract for: _____

For Work Accomplished through the date of: _____

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.							
C.O. No.	Total	\$			\$		\$
C.O. No.		\$					

Accompanying Documentation:	GROSS AMOUNT DUE	\$	_____
Schedule of Items	LESS 10% RETAINAGE	\$	_____
_____	AMOUNT DUE TO DATE	\$	_____
_____	LESS PREVIOUS PAYMENTS	\$	_____
_____	AMOUNT DUE THIS APPLICATION	\$	_____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: _____, 2024 CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended. OWNER

Date: _____, 2024

By: _____

SECTION 00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Inverness Street Resurfacing Project

Owner: City of Inverness

Owner's Contract No.: 2024-02-DPW

Contract: 2024-02-DPW

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, and Contractor, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ Director of Public Works	_____ Date
-----------------------------------	---------------

_____ Accepted by Contractor	_____ Date
---------------------------------	---------------

_____ Accepted by Owner	_____ Date
----------------------------	---------------

END OF SECTION

SECTION 00630 – PERFORMANCE AND PAYMENT BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price, if it exceeds \$100,000. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

END OF SECTION

SECTION 00650 – CERTIFICATE OF INSURANCE

A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by the General Conditions.
2. The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

- a. Worker's Compensation and Related Coverage

(In Accordance with State and Federal Statutory Limits)

State Statutory

Applicable Federal (e.g., Longshoreman's) Statutory

Employer's Liability:

\$1,000,000 Each Employee

\$1,000,000 Each Accident

\$1,000,000 Disease Policy Limit

\$1,000,000 Disease Each Employee

- 3. Contractor's General Liability shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

- a. General Liability

\$1,000,000 General Aggregate (Except Products – Completed Operations)

\$1,000,000 Products – Completed Operations Aggregate

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$1,000,000 Property Damage

- b. Excess or Umbrella Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

- c. Automobile Liability

\$500,000 Combined Single Limit

- d. Contractual Liability

\$1,000,000 each occurrence (bodily injury and property damage)

\$1,000,000 general aggregate

e. Property Insurance

Property Insurance to the full value of completed work. Property insurance will be subject to a maximum of \$500.00 deductible. Deductible for any claim shall be paid by Contractor at no expense to Owner.

B. CERTIFICATE OF INSURANCE FORM

1. The Certificate of Insurance submitted to the Owner shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner shall be shown as the Certificate Holder.
3. The Owners project name and work order number shall be shown on the Certificate.
4. The Certificate shall be submitted in triplicate along with the executed Contract Agreement and Performance and Payment Bonds.

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
1.0	GENERAL	2
2.0	DEFINITIONS.....	2 - 3
3.0	SUPERVISION AND INSPECTION.....	3 - 4
4.0	SUPERINTENDENCE - SUPERVISION.....	4
5.0	TESTING.....	4 - 5
6.0	MINIMUM SPECIFICATIONS.....	5-6
7.0	MATERIALS, SERVICES, AND FACILITIES	7
8.0	COMPLIANCE WITH STATUTES	7
9.0	PROTECTION OF WORK, PROPERTY, AND PERSONS.....	7-8
10.0	CHANGES IN THE WORK	8
11.0	CHANGES IN CONTRACT PRICE	8
12.0	TIME FOR COMPLETION AND LIQUIDATED DAMAGES.....	8-9
13.0	CORRECTION OF WORK	9
14.0	SUSPENSION OF WORK, TERMINATION AND DELAY	9 - 11
15.0	PAYMENTS TO THE CONTRACTOR	11 - 12
16.0	LIENS AND FINAL PAYMENT.....	12
17.0	ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE.....	13 - 14
18.0	INSURANCE	14 - 15
19.0	CONTRACT SECURITY	15

1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the plans and specifications, designate liabilities, and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The contractor shall be supplied with a copy of these general conditions and no arrangements with the contractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2.0 DEFINITIONS

- A. ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price for the WORK to be performed.
- C. BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- D. BONDS – Bid, Performance-Payment Bond, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- E. CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- F. CONTRACT DOCUMENTS – The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Performance Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, SPECIFICATIONS, and ADDENDA.
- G. CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- H. CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- I. CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- I. FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the OWNER to the CONTRACTOR during construction.

- J. NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- K. NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- L. OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- M. PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- N. SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- O. SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- P. SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- Q. WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- R. WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

3.0 SUPERVISION AND INSPECTION

The supervision by the Public Works Director of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Public Works Director is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Owner to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

It is mutually agreed that the Owner shall decide all questions, difficulties, and disputes of whatever nature, which may arise relative to the interpretation of the scope, construction, prosecution and fulfillment of this contract, and as to type, quantity and value of any work done, the materials furnished under or by means of this contract; and their estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

The Owner and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Owner's instruction, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection. Inspections by the Owner shall be promptly made and where practicable at the source of supply.

All work done and materials furnished shall be subject at all times to inspection by the Owner and any part condemned by them shall be, as soon as possible, removed and replaced at the Contractor's expense. If the Contractor refuses to replace or delays an unwarranted length of time in replacing such condemned work, the Owner may stop the Contractor and the work, and all expenses pertaining thereto shall be deducted from the amount due, or to become due to the Contractor from the Owner.

Inspectors may be appointed to see that instructions of the Owner are carried out and that the plans and specifications are so complied with. The Owner shall not be barred from re-inspecting at any time, work passed on by the inspector, and making additional rejections for causes which may have been existent but not formerly apparent.

If any work should be covered up without the approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Owner, and if so ordered, the work must be uncovered by the Contractor.

If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost uncovering and replacement. If said work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost.

4.0 SUPERINTENDENCE – SUPERVISION

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Owner's satisfaction. If the Contractor, in the course of the work, finds any discrepancy between the specifications and the physical conditions of the locality, or any errors or omissions in specifications as given by points and instruction, it shall be his duty to immediately inform the Owner, in writing, and the Owner shall promptly verify the same. Any work done after such discovery shall be done at the Contractor's risk.

5.0 TESTING

Unless specified otherwise, the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred by that testing laboratory. The Contractor shall pay the cost for any re-tests due to failures. The Contractor shall be responsible for causing to be performed all tests required in the specifications, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the City at least 48 hours in advance of any testing which he has scheduled so that the City may witness the test or the taking of test samples. The City may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses.

The Contractor shall cause the City to be furnished with all certified test reports, test lab reports, and QC reports which verify satisfactory completion of the work.

6.0 MINIMUM SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in Accordance with the contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use by the Owner.

The roadway resurfacing project and its components, and other attributes shall meet or exceed the specifications as identified within this document. Additional features will be considered in the overall comparison of the submitted proposals. Bidders shall identify in their bid which items below their bid meets. For those items below which their bid does not meet, bidders shall identify the specification they will supply in replacement.

Specifications shall follow the Florida Department of Transportation (FDOT) *“Standard Specifications for Road and Bridge Construction for Fiscal Year 2024-25”*. These specifications can be accessed online following the link below.

[FDOT Standard Specifications for Road and Bridge Construction FY 2024-25](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2024-25/fy2024-25ebookfinalcomp-revised3-4-24.pdf?sfvrsn=16ab03d_1)

(https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2024-25/fy2024-25ebookfinalcomp-revised3-4-24.pdf?sfvrsn=16ab03d_1)

The following Sections will apply to the Inverness Street Resurfacing Project.

- Section 101 – Mobilization
- Section 102 – Maintenance of Traffic
- Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution
- Section 210 – Reworking Limerock Base
- Section 300 – Prime and Tack Coats
- Section 327 – Milling of Existing Asphalt Pavement
- Section 334 – Superpave Asphalt Concrete
- Section 570 – Performance Turf
- Section 711 - Thermoplastic Pavement Markings

Specific specifications for Contractor include the following.

1. Worksite condition

The Contractor shall be responsible for damages occurring to any private and public property including trees, curbs, mailboxes, private yards, sidewalks and street signs. During the construction period the Contractor may leave their rollers, paver and other essential equipment only within areas designated by the Inverness Public Works Director. In no case shall equipment be left in a manner that blocks access to a private driveway or is not appropriately marked with reflective barricades to improve nighttime visibility. The Contractor shall not prime or resurface over any mud, dirt paper or other debris. Accumulated debris shall be removed by the contractor at their expense.

2. Milling

A majority of milling work shall be completed with a self-propelled grinding machine capable of removing 4 feet within a single pass. All milling depths shall conform to the design plans, per street and at various depths up to 2" .

Existing water valves, manhole covers and rings within milling area should be protected from damage. Manhole covers and rings and water valve jackets may be removed at the discretion of the Contractor to prevent damage during milling operation. If removed temporary covers shall be installed to ensure that no material enters the voids, these should be of adequate size and strength for the intended use. A final inspection will be conducted after re-installation to ensure no obstructions exist. A smooth transition to the original pavement shall be provided at intersecting streets. A portion of the millings will be retained by the City , these shall be delivered by the Contractor to the Public Works maintenance yard at 820 S Pleasant Grove Rd, Inverness, FL 34452. This location is approximately 2.2 miles from the furthest extent of the project area.

3. Surface preparation

All surface to be overlaid shall be swept clean after milling and again immediately prior to the placement of the final asphalt surface. Sweeping activities are intended to remove mud, dirt, rocks and other debris. Heavy accumulations may require scraping. Debris must be picked up and removed from the surface and not discharged into adjacent properties.

4. Application of primer

Following surface preparation, the cleaned streets shall receive a tack coat at an approximate rate of (0.9) gallon per square yard immediately prior to placement of the final asphalt surface. The tack coat shall only be placed on one lane of the street at a time and in a method to cause the least amount of tracking. Price for tack coat shall be included in the unit price for asphalt.

5. Placement of asphalt

An average depth (compacted thickness) of 1 ½" of dense mix, Superpave SP 12.5 Asphalt shall be uniformly laid on top of the primer. A self-propelled spreader shall be utilized on all streets to ensure properly laid mix. Placement shall achieve creation of a uniform crown (2%) in the pavement. Compaction of the mix shall be done with a sufficient roller to provide uniform compaction. All butt joints shall be milled at the start and end of all resurfacings, to provide a smooth transition to existing pavement.

6. Adjustments to Manhole/Water Valves

Manholes, water valves and other structures in the existing pavement shall be chipped around to provide room for the specified 1 ½ inch thick overlay. Risers if necessary to ensure a level surface is maintained, will be the responsibility of the Contractor.

7. Maintenance of Traffic (MOT)

The Contractor shall schedule his work to minimize hazards and promote safety within the project area. Local traffic shall be able to use all streets during the resurfacing project and all private entrances shall remain passable. At a minimum signage must indicate Road Construction Ahead One Lane Road for each direction of travel on each street. Signs, barricades, and flagmen shall be utilized to protect public users of these roadways and to prevent damage to their vehicles. Contractor to submit a MOT plan for review and approval by the City prior to implementation in the field.

Construction time to achieve final completion is 120 consecutive calendar days from the date of the Notice to Proceed

7.0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

8.0 COMPLIANCE WITH STATUTES

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

9.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Owner prompt, written notice of any significant changes in the Work or deviations from the Contract Documents cause thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

10.0 CHANGES IN THE WORK

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes. In giving instructions, the Owner shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for additions to the contract sum shall be valid unless so ordered.

11.0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Owner and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by Change Order as discussed above.

If the Contractor claims that any instruction or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

12.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner.

- A. To any preference, priority, or allocation under duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

13.0 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

14.0 SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, the Contractor shall be paid for:

1. completed and acceptable Work executed in accordance with the contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Owner, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient.

In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Owner and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the Contractor substantially the sum approved by the Public Works Director, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained.

In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner, stop the Work until paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

15.0 PAYMENTS TO THE CONTRACTOR

If a pay request is submitted by the Contractor no later than the 1st day of each calendar month, then no later than the 30th day of each calendar month, the Owner will make partial payments to the Contractor on the basis of a certified estimate of the work performed during the preceding calendar month by the Contractor. Upon such estimate being made and approved by the Owner, the Owner will pay to the Contractor ninety (90) percent of the amount established in such an estimate as the value of the work completed. Such payment shall be considered, however, only as an advance payment and not as part of the final payment to the Contractor.

Materials in reasonable quantities which are delivered for incorporation in the work but not yet so used may be included on monthly estimates for payment. The Contractor shall submit with the monthly estimate to reflect the unincorporated material an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the structure or project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved. It is understood and agreed that should the Owner at any time during the progress of the work consider the amount withheld on monthly estimates for payment to be in excess of the amount necessary to complete the work or necessary for the full and ample protection of the Owner, then the Owner, with the written consent of the Contractor's Surety, may reduce the percentage retained to an amount sufficient for the Owner's proper protection.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicting probable filing of claims.
- C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
- G. Insolvency of Contractor.
- H. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

16.0 LIENS AND FINAL PAYMENT

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs including administrative costs and a reasonable attorney's fee.

The final payment shall not become due and payable until the Contractor shall have furnished the Owner with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contractor have been paid, and until the Contractor shall have furnished a written statement to such effect executed by the Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate, shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds. Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be made, or a partial payment to be made, from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments of other Contractors or Subcontractors on the Project. In such cases, the Contractor and Sureties shall provide the evidences and statements required under this paragraph, but shall itemize the claims which remain unsatisfied, giving the reason therefore, and the statements of the Surety Companies shall provide that the final payment or partial payment, as the case may be, shall not relieve any Surety of any obligations to the Owner, as set forth in the Surety Bonds. If only partial payment is permitted under this paragraph from the retained percentage, the final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid and that payment to the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the contractor have been paid and that payment to the Contractor of the Contract balance shall not relieve the Surety of any of its obligations to the Owner as provided in the Surety's Bond.

17.0 ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE

Following the completion of this contract, as such completion is defined in the specifications and as soon thereafter as practicable, the Owner or his representative will inspect the work and the Owner will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the Owner, upon notice of completion from the Public Work Director, and within thirty-six (36) days after the final estimate of work is made and approved by the Owner as correct and unpaid, will pay to the Contractor the full value of the work done under this Contract, less any amounts previously paid and less any advances whatsoever, and the Owner will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of one (1) year following the date of acceptance as herein required. In the event the Owner refuses or declines to certify the work as completed and accepted and make final payment therefore within thirty-six (36) days after notice, the Owner shall immediately set forth in writing to the Contractor the reasons for such non-acceptance of the Work. After all valid reasons for non-acceptance have been removed, the Owner shall execute the final certificate of completion and acceptance and shall make final payment hereunder.

All prior estimates and payments, including those relating the extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in contract performance for a period of one (1) year following the date of acceptance of the Work by the Owner.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be released to the Owner and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the Work, or for any act of neglect of the Owner or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the contract.

As soon as is practical after twelve (12) months have elapsed from the date of completion as herein defined, the Owner shall make a review and re-inspection of the Work and performance of this Contract or cause the same to be made. If the said performance and work shall be found satisfactory and the work not to have deteriorated through defects in workmanship or materials, the Owner shall certify the release of the surety on the bond for performance of contract. If however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the Owner, then the Owner may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the Owner and the payment of claims for material and labor and other expense as provided in such procedures, shall be a prerequisite to the release of the surety on the Bond for Performance of Contract.

Within thirteen (13) months after the date of acceptance of the work, or as soon thereafter as practical, as herein before provided, following a re- inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the Owner in the re-inspection shall have been made, the Owner will in writing finally release the Contractor, his sureties and all parties hereunder.

18.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability Insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any accident.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease problems, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk", type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, and the Owner.

19.0 CONTRACT SECURITY

The bidder to whom the contract is awarded must, within ten (10) calendar days following notice of award, present himself for signing of the contract, and to substitute for the bid security, a surety performance-payment bond in the amount of one hundred per centum (100%) of the contract price, if it exceeds \$100,000, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida.

END OF SECTION

SECTION 00800 – SPECIAL PROVISIONS

PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, in the intent that any provisions of this section shall govern. If at any time the specifications for this project are unclear, the Contractor shall contact the Owner immediately.

1.01 SCOPE OF WORK

The Contractor shall perform all work as shown in the construction plans and specifications.

1.02 CONTRACT ASSIGNMENT

Assignment of this Contract shall be allowed only by written approval by the City.

1.03 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. All barricades shall be well built and designed so as not to be blown over by the wind.

1.04 MAINTENANCE AND PROTECTION OF WORK

The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Contractor shall repair, at his expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

1.05 JOB CLEANLINESS

The Contractor shall be required to place maintain a neat and orderly construction operation. At the close of each work day the Contractor shall collect and store all loose debris and equipment and cause the areas to be left in a neat and orderly state. If at any time the Owner directs the Contractor to improve the conditions of any area associated with the Work, the Contractor shall immediately comply.

1.06 INSPECTION:

- A. GENERAL – The Owner, or Owners Representative shall be responsible for all field observations to assure compliance with requirements of these standards.
- B. INSPECTIONS – Construction inspections will periodically be conducted by the Owner or an authorized representative. The Contractor shall complete each specified item of work listed below which pertains to the project and notify the Owner at least forty-eight (48) hours in advance of a request for inspection. The Contractors project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

1. Substantial Completion Inspection – When all construction is completed. The Owner, or an authorized representative shall prepare a punch list indicating any unfinished items at this time.
2. Final Inspection – Final inspection will be conducted following the correction of the punch list items.

All inspections shall be requested, conducted and approved by the Owner or his representative prior to approval of the payment request for the item of work.

1.07 LEGAL REQUIREMENTS:

The Contractor's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The Contractor shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The Contractor shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.08 REMOVED MATERIALS

The CONTRACTOR shall haul all excess materials off the job site. It will be the CONTRACTOR's responsibility to dispose of all excess material in an off-site acceptable location. No additional payment will be made for hauling or disposal of excess material.

1.09 BARRICADES AND PROTECTION OF WORK

The Contractor shall protect his work, throughout its entire length, by the erection of suitable barricades and handrails where required. Contractor shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein.

END OF SECTION

SECTION 00841 – NOTICE OF INTENT TO AWARD

To

CONTRACTOR

ADDRESS

CITY

STATE

ZIP

PROJECT: Inverness Street Resurfacing Project

The Owner has considered the Bid submitted by you for the above described work in response to its Invitation to Bid dated July 19, 2024.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required to execute the Agreement and furnish the required Contractor's Performance and Payment Bond, if contract exceeds \$100,000 and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of the Notice of Intent to Award, executed Agreement, Bonds, and Insurance Certificates to Susan Jackson, City Clerk.

Dated this _____ day of _____, 2024.

OWNER: City of Inverness

BY: _____ TITLE: City Manager

BY: _____ TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this _____ day of _____, 2024.

BY: _____ TITLE: _____

END OF SECTION

SECTION 00842 – NOTICE TO PROCEED

To: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2024. The Contract time for Substantial Completion is 90 consecutive calendar days from the date of commencement. The Contract time for Final Completion is 120 consecutive calendar days from the date of commencement. The Contract time commences to run on _____, _____. The date of Substantial Completion is _____, _____. The date of Final Completion is _____, _____.

OWNER: _____

BY: _____

DATE: _____

BY: _____

DATE: _____

You are required to return an acknowledged copy of the Notice to Proceed to the office of the City Clerk.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this _____ day of _____, 2024.

BY: _____

TITLE: _____

END OF SECTION

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. _____

Date of Issuance: _____		Effective Date: _____
Project: _____	Owner: _____	Owner's Contract No.: _____
Contract: _____		Date of Contract: _____
Contractor: _____		Engineer's Project No.: _____

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: _____	Original Contract Times: ☐ Working days ☐ Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
PW Director(Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

END OF SECTION

SECTION 00860 – CONTRACT FIELD ORDER

Field Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Contractor's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Owner immediately and before proceeding with this Work.

Reference:

(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments:

	Owner:
Receipt Acknowledged by Contractor:	Date:

Copy to Owner

EJCDC C-942 Field Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products
- B. Workmanship
- C. Manufacturer's Instructions
- D. Transportation and Handling
- E. Storage and Protection
- F. Product Options

1.02 RELATED REQUIREMENTS

- A. General provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

1.03 PRODUCTS

- A. Products include materials, products, equipment and systems.
- B. Comply with specifications and referenced standards as minimum.
- C. DO NOT provide used materials and products.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and rocking.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.
- B. Perform work in accordance with manufacturer's instructions and specified requirements.

- C. Should a conflict exist between Specifications and manufacturer's instructions, consult with Owner.

1.06 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid delay of progress, conflict with work and with conditions at the site.
- B. Transport products by methods to avoid product damage; deliver dry in an undamaged condition in manufacturer's unopened containers or packaging.
- C. Provide equipment and personnel to handle product by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1.08 PRODUCT OPTIONS

- A. There shall be no Product Options or Substitutions.

END OF SECTION

THIS IS A BID OPENING FOR ROAD RESURFACING PROJECT – RFP # 2024-02- DPW THIS
5th DAY OF AUGUST , 2024 AT 2:05 AM(PM). PRESENT ARE: Public Works Director
Pell and City Clerk Jackson

THIS BID WAS DULY ADVERTISED AND SPECIAL NOTICE SENT TO THE PRESS.

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BID TABULATION SHEET

ALL BIDS OPENED AT THE INVERNESS GOVERNMENT CENTER
212 W. MAIN STREET INVERNESS, FL 34450

BID FOR Road Resurfacing Project RFP # 2024-02-DPW

BID OPENING DATE 08 / 05 / 2024 TIME 2:05 AM(PM)

BIDDER	ADDRESS	AMOUNT
1. <u>Superior Asphalt, Inc.</u>	<u>PO Box 2489 Oneco, FL 34264</u>	<u>\$1,200.300.11</u>
2. <u>CW Roberts Contracting, Inc. 4208 County Road 124-A Wildwood, FL 34785</u>		<u>\$1,164,234.36</u>
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		

ABOVE LISTED WERE THE ONLY OFFERS RECEIVED ON OR BEFORE THE CUT-OFF DATE/TIME (08/05/2024 / 2:00 PM).
ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY DECLARED LATE AND REJECTED.

Agenda Memorandum - *City of Inverness*

August 20, 2024

TO: Elected Officials

FROM:

SUBJECT: Project and Program Updates

- Small Town Saturday Night
- Cootertober
- FY 2025 Budget Development
- Other

CC:

Enclosures:
