

**City of Lake Wales , Florida**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PROGRAM ADMINISTRATION SERVICES CONTRACT**  
**Housing Rehabilitation**

THIS CONTRACT is made and entered into by and between the City of Lake Wales , a political subdivision of Florida, by and through its City Commission, (hereinafter CITY) and Andy Easton & Associates (hereinafter AEA).

WHEREAS, the CITY has solicited for competitive proposals, and selected AEA to perform Program Administration Services for a Community Development Block Grant (CDBG) for the FFY 2019 funding cycle.

WHEREAS, AEA is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the CITY and AEA agree as follows:

1. Covenant for Services

The CITY does hereby contract with AEA to perform the services described herein and AEA does hereby agree to perform such services under the terms and conditions set forth in this Contract.

2. Term

This Contract shall become effective immediately upon execution by both parties, with Program Administration Services subject to the beginning date of the CITY's Grant Award Agreement between the CITY and the Florida Department of Economic Opportunity (hereinafter DEO). This Contract shall terminate with the CITY's contract with DEO or when AEA completes to the satisfaction of the CITY all requirements under this contract, or if terminated in accordance with the provisions of this Contract.

3. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from DEO. AEA shall be paid in accordance with the terms of the DEO grant award agreement, which shall become part of this Contract consistent with the requirements established in Florida Administrative Code, Section 73C-23.

4. Scope of Services

(A) Intent of this Contract

AEA agrees, under the terms and conditions of this Contract and the applicable federal, state, and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the CITY's FFY 2019 CDBG project in compliance with applicable laws and regulations.

(B) Scope of Services – Program Administration Services

- Serve the CITY as its professional representative and coordinate all phases of the Project.
- Represent the CITY during site visits and monitoring visits and respond to DEO monitoring reports and all related correspondence.
- Disseminate information to ensure adequate communication with residents affected by the project and the general public.
- Develop project information management and filing system.
- Develop financial management system for receiving and disbursing funds.
- Maintain project account records.
- Develop grant work plans for project contract document for submission to DEO.
- Recommend grant contract amendments, as needed.
- Perform the environmental review and obtain environmental clearance.
- Provide oversight of project schedule and compliance.
- Coordinate with other agencies and contracts, as necessary.
- Budget tracking and reporting
- Review contract documents for compliance with grant requirements.
- Attend pre-bid meeting(s) and bid opening(s); review bid package(s); and recommend bid award(s) to the lowest, competent bidder.
- Obtain DEO clearances for each contractor and prepare notices of Contract Award to the DEO.
- Conduct preconstruction conference(s).
- Issue notice to proceed to contractors.
- Provide oversight of citizen complaint process.
- Monitor contractor, and construction specialist progress for performance and compliance with contract requirements including both the permitting and construction phases.
- Supervise and recommend approval of payment authorizations.
- Develop and process amendments, as needed.
- Review change orders and amendments for compliance, as needed.
- Attend local government meetings with sufficient prior notice.
- Obtain City's approval of actions and present status reports.
- Provide periodic project status reports to CITY staff indicating areas of concern and assist the CITY in developing solutions to any such problems.
- Monitor project activities and ensure adequate documentation to ensure compliance with grant requirements.
- Review final change order, pay request, and construction documents.
- Balance final project budget.
- Gather necessary supporting documents

- Prepare documents for administrative/financial closeout
- Prepare final status report
- Respond to audit findings and concerns, if any.
- Perform other activities as may be required by DEO or the CITY to properly administer the grant.
- Comply with the Affirmative Action requirements of the CDBG program.

If the Grant Award Agreement between the CITY and DEO is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

5. Consideration and Method of Payment for Services

(A) Amount of Consideration

For CDBG Program Administration Services, for a Housing Rehabilitation grant the CITY will pay AEA the sum of \$102,000.00, subject to availability of grant funds. The CITY shall issue the fee amount to AEA over the term of the grant. AEA shall receive the sum of \$5,000 upon submission to the CITY all materials required for Release of Funds as specified in the CITY's Grant Award Agreement from DEO. The remaining portion of AEA's lump sum fee shall be paid in monthly payments of over the term of the grant. If the project is completed in less than 24 months, the balance of the administration fee will be paid to AEA after completion and submission of the Closeout Status Report to DEO. If the grant is not awarded to the City, no fee is due

(B) Method of Payment

As a condition precedent any payment, AEA will submit a periodic invoice, which will reflect the amount due for Housing Rehabilitation services. The invoice shall be submitted to the CITY for the CITY's review and approval. Submission of AEA's invoice for final payment shall further constitute AEA's representation to the CITY that, upon receipt by the CITY of the amount invoiced, all obligations of AEA to others, including its consultants, incurred in connection with the Project, will be paid in full.

In the event that the CITY becomes credibly informed that any representations of AEA relating to payment are wholly or partially inaccurate, the CITY may withhold payment of the sums then or in the future otherwise due to AEA until the inaccuracy, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

Payments for all sums properly invoiced shall be made subject to availability of project funds, in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act"). Payments shall be mailed to the following address:

Andy Easton & Associates  
Attention: Andy Easton, Grant Administrator  
203 Ridgeland Road  
Tallahassee, FL 32312  
Phone: 850-445-7829  
Fax: 850-807-7324  
AndyEaston2@msn.com

(C) Additional Services

If additional services are requested or required, then the CITY Commission may authorize payment for additional services by approval of an amendment to this Contract as provided herein. The fee for additional services shall be established based on the hourly rates identified in Attachment C of this Contract. Additional services may include but are not limited to additional project management due to construction delays beyond the construction contract period.

The liquidated damages clause established in any related construction contract(s) will be the only source of funds available to pay for the additional services caused by the construction delays.

6. Subcontracts

(A) If AEA subcontracts any of the work required under this Contract, AEA agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the CITY and the requirements of the CDBG Grant.

(B) AEA agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the DEO, the CITY and AEA from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

7. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to AEA will not be amended without mutual agreement of the CITY and AEA, formally executed in writing, subject to availability of funds.

8. Notice

Except as otherwise provided in this agreement, any notice of termination or default

from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, AEA's representative and the CITY's representative are:

CITY:

Jennifer Nanek, City Clerk  
City of Lake Wales  
201 W. Central Avenue  
Lake Wales, FL 33853

AEA:

Andy Easton & Associates  
Attention: Andy Easton, Grant Administrator  
203 Ridgeland Road  
Tallahassee, FL 32312

A copy of any notice, request, or approval to the CITY must also be sent to:

James F. Moseley, Senior Consultant  
Government Services Group, Inc.  
P.O. Box 357995  
Gainesville, FL 32635-7995

9. Default & Termination

(A) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. The written notice will make specific reference to the provision which gave rise to the default. The Mayor is authorized to provide written notice of termination on behalf of the CITY, if the CITY Commission elects to terminate.

(B) If AEA files a bankruptcy petition, the CITY may terminate this agreement effective on the date AEA filed the bankruptcy petition with the court.

(C) This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above. The CITY's Mayor is authorized to provide written notice of termination on behalf of the CITY.

(D) If termination for default is effected by the CITY, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be

allowed for anticipated profit on unperformed services or other work, and (2) any payment due to AEA at the time of termination may be adjusted to cover any additional costs to the CITY because of AEA's default.

For any termination, the equitable adjustment shall provide for payment to AEA for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by AEA relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(E) Upon receipt of a termination action under paragraphs (1) or (2) above, AEA shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the CITY all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by AEA in performing this Contract, whether completed or in process.

(F) Upon termination, the CITY may take over the work and may award another party a Contract to complete the work described in this Contract.

(G) If, after termination for failure of AEA to fulfill contractual obligations, it is determined that AEA had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

(H) If funds to finance this agreement become unavailable, the CITY may terminate the agreement with no less than twenty-four hours' notice in writing to AEA. The CITY will be the final authority as to the availability of funds. The CITY will pay AEA for all work completed prior to any notice of termination.

## 10. Remedies

Unless otherwise provided in this Contract, all other matters in question between the CITY and AEA, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Polk County, Florida.

## 11. Insurance & Liability

(A) AEA shall be responsible for all damages to persons or property that occur as a result of AEA's fault or negligence in connection with work performed under the provisions of this Contract, and AEA shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the CITY. AEA will procure and

maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment E.

(B) AEA shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of AEA and other persons employed or utilized by AEA in the prosecution of work pursuant to the provisions of this Contract.

## 12. Energy Efficiency

AEA shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## 13. Project Representatives

The CITY's Project Manager and contact person for this project is James Slaton, Interim City Manager.

The AEA Project Manager and contact person for this project is Andy Easton, Grant Administrator, 203 Ridgeland Road, Tallahassee, Florida 32312. The Housing Rehabilitation Specialist for the project is James F. Moseley, Senior Consultant, Government Services Group, Inc., P. O Box 357995, Gainesville, FL 32635-7995. AEA is the prime contractor for this project and Government Services Group, Inc. is a subcontractor of AEA. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

## 14. Project Records

(A) For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the VENDOR shall keep and make available to the CITY for inspection and copying, upon written request by the CITY, all records in AEA'S possession related to this contract. Additionally, AEA shall make said records available, upon written request by the CITY, to any state, federal, or other regulatory authority, and any such authority may review, inspect, and copy said records unless exempted under Chapter 119, Florida Statutes.

(B) Any document submitted to the CITY may be a record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of the physical form,

characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. 119.001(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

(C) During the term of the Contract or license, AEA may claim that some or all of AEA's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information" ), is, or has been treated as, confidential and proprietary by AEA in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the as "Confidential Information" or "CI" and the CITY shall use its best efforts to maintain the confidentiality of the information properly identified by AEA as "Confidential Information" or "CI"

(D) The CITY shall promptly notify AEA in writing of any request received by the CITY for disclosure of AEA's Confidential Information and AEA may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. AEA shall protect, defend, indemnify, and hold the CITY, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. AEA shall investigate, handle, respond to, and defend, using counsel chosen by the CITY, at AEA's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. AEA shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert fees and expenses. Upon completion of this Contract or license, that provision of this paragraph shall continue to survive. AEA releases the CITY from claims or damages related to disclosure by the CITY.

15. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

16. Eligibility

AEA certifies that it is eligible to receive state and federally funded contracts. AEA also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

17. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commission Member, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year



thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. AEA warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. AEA shall notify the CITY of any conflict of interest due to any other clients, contracts, or property interests. Further, AEA shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

18. Ownership of Deliverables

All project deliverables and documents are the sole property of the CITY and may be used by the CITY for any purpose.

19. Insurance

AEA will procure and maintain insurance throughout the entire term of this Contract of the types and in the minimum amounts detailed in Attachment E.

20. Laws & Regulations

AEA will comply with all laws, ordinances, and regulations applicable to the work required by this agreement. AEA is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If AEA is not familiar with state and local laws, ordinances, code rules and regulations, AEA remains liable for any violation and all subsequent damages or fines.

21. Assignment of Interest

Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

22. Successors and Assigns

The CITY and AEA each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

23. Independent Contractor

In the performance of this agreement, AEA is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CITY. AEA is solely responsible for the means, method, technique, sequence, and procedure utilized by AEA in the full performance of the agreement.

#### 24 Collusion

By signing this agreement, AEA declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

#### 25 Prohibition Against Contingent Fees

The Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

#### 26 Third Party Beneficiaries

This agreement does not create any relationship with, or any rights in favor of, any third party.

#### 27 Severability

If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

#### 28 Non-Waiver

The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.

#### 29 Governing Law and Venue

This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Polk County, Florida.

#### 30 Captions and Section Headings

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

#### 31 Construction

This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the

preparation of this agreement.

31. Federal Statutory Requirements

When applicable, AEA and the CITY shall comply with the provisions contained in Attachment A and incorporated herein.

32. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A, "Federal Provisions", consisting of three (3) pages.
- (2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (3) Attachment C, "Fee Schedule", consisting of one (1) page.
- (4) Attachment D, "Sworn Statement on Public Entity Crimes", consisting of two (2) pages.
- (5) Attachment E, "Professional Insurance Requirements," consisting of two (2) pages

33. Entire Agreement

This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written below.

CITY OF LAKE WALES , FLORIDA

By: \_\_\_\_\_  
Mayor, City of Lake Wales

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Lake Wales Attorney

ANDY EASTON & ASSOCIATES

By: \_\_\_\_\_  
Andy Easton, Grant Administrator

## ATTACHMENT A

### FEDERAL PROVISIONS

#### 1. Equal Employment Opportunity

During the performance of this Contract, AEA agrees as follows:

a. AEA will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. AEA will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. AEA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

b. AEA will, in all solicitation or advertisements for employees placed by or on behalf of AEA, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. AEA will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. AEA will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. AEA will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of AEA's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and AEA may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. AEA will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. AEA will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event AEA becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, AEA may request the United States to enter into such litigation to protect the interests of the United States.

## **2. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **3. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

## **4. “Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities**

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties

to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. AEA will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. AEA will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. AEA will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **5. Access and Retention to Records**

The CITY, the DEO, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of AEA which are directly pertinent to this Contract upon written request for the purpose of making audit, examination, excerpts, copies, and transcriptions. AEA shall retain all records relating to this Contract for six (6) years after the CITY receives notice of acceptance of final close out and all other pending matters are closed or as required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever is greater. Additionally, said records shall be made available, upon request by the CITY, to any state, federal, or other regulatory authorities and any such authority may review, inspect, and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

**6. Duty to Cooperate**

AEA will provide all documentation, reports, papers, or other materials related to this Contract in the event that the State and/or Federal governments should audit any grants or there is litigation under this contract. AEA will agree to cooperate with the CITY in furnishing required documentation and/or testimony at no cost to the CITY unless allowed by law.

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## **ATTACHMENT B**

### **SECTION 3 AND AFFIRMATIVE ACTION PLAN**

1. AEA will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, AEA will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project jurisdiction. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, AEA will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. AEA will utilize HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. AEA will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. AEA shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. AEA is under no contractual or other disability, which would prevent compliance with this policy.

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**ATTACHMENT C**

**FEE SCHEDULE**

**Where grant funds cannot be used or for additional services the following schedule will be utilized:**

**HOURLY FEE SCHEDULE**

AEA also offers the option of an hourly fee schedule as follows for other related projects authorized by the CITY Commission:

Principal	\$150.00 per hour
Project Manager	\$110.00 per hour
Financial Services Manager	\$110.00 per hour
Construction Manager	\$100.00 per hour
Construction Inspector	\$ 80.00 per hour
Accounting/Budget Specialists	\$ 80.00 per hour
Administrative Assistant	\$ 40.00 per hour

**\*Hourly rates include travel, office and other associated costs.**

**\*Please note that all fees include overhead, profit, travel, office supplies, benefits, etc.**

Data Processing	\$ 16.00 per hour
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**ATTACHMENT D**

**SWORN STATEMENT UNDER  
SECTION 287.133(3)(a), Florida Statutes,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Lake Wales by Andy Easton, Principal for

Andy Easton & Associates, whose business address is 203 Ridgeland Road, Tallahassee, FL 32312, and its Federal Employer Identification Number (FEIN), is 34-2062470.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Personally Known

or Produced ID \_\_\_\_\_

Type of Identification \_\_\_\_\_

\_\_\_\_\_  
Signature Notary Public – State of Florida

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Commissioned  
name of notary public

## **ATTACHMENT E**

### **TYPE A – Professional INSURANCE REQUIREMENTS For Professional or Consulting Services**

**Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **PROFESSIONAL LIABILITY and ERRORS AND OMISSIONS LIABILITY**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

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