

CITY OF ALACHUA, FLORIDA
CONTRACT FOR GRANT ADMINISTRATION AND OTHER GRANT SUPPORT SERVICES

THIS CONTRACT is made and entered into by and between the City of Alachua (hereinafter COA) and Summit Professional Services, Inc., (hereinafter CONSULTANT). This CONTRACT shall become effective immediately for grant identification and application services as described herein and for Grant Administration Services as authorized by COA Work Order.

WHEREAS, COA has solicited competitive proposals and selected CONSULTANT to perform Grant Administration and related Services for various grants in varying amounts for the **2017-2018** funding cycle with the COA option to extend for added fiscal years.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein, the COA and CONSULTANT agree as follows:

A. Covenant for Services

The COA does hereby contract with CONSULTANT to perform the services described herein and CONSULTANT does hereby agree to perform such services under the terms and conditions set forth in this CONTRACT.

B. Availability of Funds

Payment of funds for Grant Administration or services pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from a GRANTOR. Payment for all fees or expenses will be as provided by individual Work Order. CONSULTANT shall be paid in accordance with Section D of this CONTRACT. Any COA Grant Award Agreement shall become part of this CONTRACT and consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

C. Scope of Work

1. Intent of this CONTRACT

CONSULTANT agrees, under the terms and conditions of this CONTRACT and any applicable federal, state and local laws and regulations, to diligently undertake, perform, and complete the necessary Grant Administration and other described Services required to implement and complete all WORK provided.

2. Scope of Work includes but is not limited to:

a. Diligent search of available and recognized sources of available grants to support COA municipal operations. Areas of COA interest include but are not limited to:

- (1) Public Safety
- (2) Beautification
- (3) Recreation
- (4) Arts and Culture
- (5) Electric
- (6) Water System Improvements
- (7) Sewer System Improvements
- (8) Storm Water Drainage Improvements
- (9) Streetscape Improvements
- (10) Community Redevelopment

(11) Transportation and Connectivity

- b. Notification to COA of available and potential grant awards for which COA is eligible and making specific recommendations concerning those for which COA likely will qualify.
- c. Preparation of Applications for grants only if specifically authorized by the COA City Commission. CONSULTANT may be required to appear before the Commission and present the matter for consideration.
- d. Obtaining necessary materials, gathering information and data and preparing and process all authorized applications on behalf of COA. Including in all grant applications a request, when appropriate, for inclusion for all related CONSULTANT fees in the grant amount to be awarded.
- e. Representation during site visit and monitoring.
- f. Developing project information management and filing system.
- g. Developing project financial management system for receiving and disbursing funds.
- h. Maintaining project account records.
- i. Developing Work plans for project contract documentation and any amendments.
- j. Preparation of project contract documents.
- k. Developing a budget for project contract.
- l. Environmental Review.
- m. Oversight of project schedule and compliance.
- n. Coordination (as necessary) with other agencies and contracts.
- o. Budget tracking.
- p. Review of bid documents and contract documents for compliance.
- q. Conducting Preconstruction Conferences.
- r. Oversight of citizen complaint process.
- s. Monitoring contractor, engineer, and construction specialist progress.
- t. Supervision of payment authorizations.
- u. Developing and processing (as needed) amendments.
- v. Review of change orders and amendments for compliance.
- w. Providing regular project status reports to COA.
- x. Monitoring all project activity to ensure compliance.
- y. Providing all other necessary technical assistance.
- z. Review of final pay request and construction documents.
- aa. Balancing final project budget.
- bb. Gathering all necessary supporting documents.
- cc. Preparing documents for administrative and financial close out.
- dd. Preparing final status report.
- ee. Audit support and Audit Certification tracking.
- ff. Program management – preparation for and participation in.
- gg. Providing and filing required monitoring reports, audits and financial tracking.
- hh. Advisory management services as necessary or requested.
- ii. Monitoring labor standards (where applicable).
- jj. Providing guidance to and obtaining project required documentation from job creating entity.
- kk. Review and revision of necessary policies and procedures and all other

applicable federal or state imposed requirements for grant implementation and compliance.

3. Work Product, Expectations and Deliverables:

- a. Monthly progress reports.
- b. Minimum monthly phone conferences.
- c. Quarterly summary of grants the COA applied for with the outcome of each grant request.

4. If a Grant Award Agreement between COA and GRANTOR is amended, the scope of services for any such project shall be amended by COA Change Order to be consistent with the amended Agreement.

D. Consideration and Method of Payment for Services

1. Structure and Computation of Consultant Fees (Schedule attached and incorporated as Exhibit A)

- a. Fee due for monthly service for Needs Assessment, Funding Needs Analysis, Strategic Grant Plans and includes diligent search of available and recognized sources of available grants to support COA operations.
- b. Fee to complete any application for grant funding (all applications must first be approved by COA). Note, Grant Writing and Application Completion fee to be written and applied for as part of each grant award.
- c. Fee due CONSULTANT for Grant Administration Services. Must be expressed as a percentage of each dollar amount of total grant award and no fees are due unless COA is awarded a grant and grant funds are made available to COA. Note, Grant Administrative Services fee to be written and applied for as part of each grant award.
- d. No reimbursement for costs and expenses. COA finds reimbursement of costs and expenses burdensome, costly, and requires they be built in and absorbed in CONSULTANT fees.

2. Methods of Payments

CONSULTANT will submit an acceptable monthly Invoice to COA for COA review and approval. Payment will be issued within thirty (30) days of approval of the Invoice.

E. Subcontracts

1. If CONSULTANT subcontracts any of the work required under this Contract, CONSULTANT agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the COA.
2. CONSULTANT agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless COA from and against all claims of whatever nature by the subcontractor arising out of subcontractor performance of work under this CONTRACT.

F. Purchase Orders, Work Orders and Change Orders

All modifications or amendments to this Contract shall be only by full execution of and by a Change Order on the then in use COA Change Order from.

1. Purchase Orders, Work Orders and Change Orders

Purchase orders (PO), Work Orders and Change Orders are issued electronically and shall be fully effective and legally enforceable. By furnishing any services in response to a PO and required authorizing Work Order, including as modified by Change Order, CONSULTANT agrees to be bound by all the terms and conditions set forth therein and each as an enforceable addition to the CONTRACT.

a. Purchase Orders

Purchase Orders are issued electronically and may be for a one time order or authorization or to establish a maximum amount for continuing procurements during a COA fiscal year or shorter period.

b. Work Orders

Work Orders are issued electronically and are required as authorization for each job under a continuing contract with COA, for example, as authorization and agreement to provide administration services for each grant awarded COA. Each requested Scope of Work will be submitted by CONSULTANT to COA. CONSULTANT must submit a completed Work Order detailing work and charges as provided in the existing contract, include a fee calculation and completion date. The Work Order will be approved or discussed with CONSULTANT, and, hopefully, approved. No work is authorized without a COA executed Work Order. All described communication will be by email.

c. Change Orders

All changes in Scope of Work, Contract Times or Scheduling, Price or Terms shall be as mutually agreed to by COA and Contractor and valid only by Change Order on the then existing COA Change Order form.

The initial term of the contract resulting from this solicitation will commence upon approval by the City of Alachua Commission, execution by the Mayor and shall be for that period of time as stipulated in the for the Fiscal Funding Cycle 2017-2018. Contract may be extended through the Fiscal Funding Cycle 2018, or until the open grant award expires, upon mutual agreement of parties. All pricing, terms and conditions will be in full force for the extended Fiscal Funding Cycle.

G. Contract Term

The initial term of the CONTRACT will commence upon approval by the City Commission and, after execution by first CONSULTANT and then by the Mayor, and shall be from the date of complete execution to September 30, 2018. All pricing, terms and conditions will be in full force for any extended fiscal funding cycle or until any open grant award expires.

The CONTRACT, at the discretion of COA and consent of CONSULTANT, may be extended at the same pricing terms and conditions for four (4) separate and consecutive one (1) year terms for following fiscal years (10-01-2018 to 09-30-2018) ending 09-30-2022.

H. Termination

1. Cause. 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 for cause may be effected unless the other party

is given (1) not less than twenty (20) calendar days written notice delivered by email to the Project Representative of CONSULTANT of intent to terminate and (2) an opportunity for consultation, within ten (10) calendar days of receipt of notice with the terminating party prior to termination .

2. Convenience. The COA shall have the exclusive and unilateral right to cancel this contract, in whole or in part, upon thirty (30) days notice by email to the designated Project Manager of CONSULTANT. If COA terminates the CONTRACT as provided in this section, the CONSULTANT shall be entitled to an equitable adjustment of fees including a reasonable allowance for profit on not completed work in progress.
3. If termination for default is effected by the COA, 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 CONSULTANT at the time of termination may be adjusted to cover any additional costs to the COA because of default by CONSULTANT.
4. For any termination, the equitable adjustment shall provide for payment to CONSULTANT for services rendered prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by CONSULTANT relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.
5. Upon receipt of a termination action under paragraphs (1) or (2) above, CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COA all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by CONSULTANT in performing this CONTRACT, whether completed or in process.
6. Upon termination, COA may take over the work and may award another party a CONTRACT to complete the work described in this CONTRACT.
7. If, after termination for failure of CONSULTANT to fulfill contractual obligations, it is determined that CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COA. In such event, adjustment of the contract price shall be made as provided in paragraph (2) above.

I. Venue for Legal Action

All matters in question between the COA and CONSULTANT, 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 Alachua County, Florida.

J. Liability

CONSULTANT shall indemnify, defend and hold harmless the COA from and against all claims for any injury or damages to person or property relating to CONSULTANT work under this CONTRACT. CONSULTANT shall be responsible, financially and otherwise, for the proper care and protection of all such work until the completion thereof and final acceptance by the COA.

K. Insurance

Prior to the time CONSULTANT is entitled to commence any part of the project, work or services under this Contract, CONSULTANT shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall

be evidenced by delivery to COA of 1) certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the COA, and listing all carriers issuing said policies; and 2) if requested, a certified copy of each policy, including endorsements. The insurance must be underwritten through a company licensed to do business in the State of Florida and have an AM Best rating of at least A- VII. The insurance requirements shall remain in effect throughout the life of this Contract.

1. Workers Compensation in at least the limits as required by law: Employers' Liability Insurance of not less than \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
2. Commercial General Liability Insurance including, but not limited to, Independent CONSULTANT, Contractual, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 each occurrence, and property damage of not less than \$1,000,000 each occurrence. Combined single limit of not less than \$1,000,000 each occurrence will be acceptable unless otherwise stated. Coverage shall be on an "occurrence" basis.
3. Commercial Automobile and Truck liability covering any owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000 each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL)	\$1,000,000
BODILY INJURY (PER PERSON)	\$1,000,000
BODILY INJURY (PER ACCIDENT)	\$1,000,000
PROPERTY DAMAGE.....	\$500,000

4. Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence from is available; or claims made from with "tail coverage" extending four (4) years beyond completion and acceptance of the Work with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the City of Alachua a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4) year period.

Each insurance policy shall include the following conditions by endorsement to the policy:

- a. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverage or limits, a notice thereof shall be provided to the City of Alachua upon offer of Contract. CONSULTANT shall also notify the City of Alachua, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against the City of Alachua for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.
- c. The term City of Alachua shall include all Authorities, Councils, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City

of Alachua and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City of Alachua.

- d. The City of Alachua shall be endorsed to the required policy or policies as an additional insured.
- e. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the City of Alachua, to any such future coverage, or to the City of Alachua self-insured retention of whatever nature.

The City of Alachua hereby waives subrogation rights for loss or damage to the City of Alachua.

L. Energy Efficiency

CONSULTANT 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).

M. Project Representatives

The COA Project Manager for this CONTRACT is the City Manager or designee. Project Grants Manager responsible for the administration of this Contract is Robert Bonetti, rbonetti@cityofalachua.com. 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 by email. Project Manager for CONSULTANT is [Scott Modesitt, email scottm@summitpros.com](mailto:Scott.Modesitt@summitpros.com).

N. Terms and Conditions

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

O. Eligibility

CONSULTANT certifies that it is eligible to receive state and federal and other funds pursuant to this CONTRACT. CONSULTANT also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

1. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, 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. Further, CONSULTANT shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

P. Federal Statutory Requirements

When applicable, CONSULTANT and the COA shall comply with the provisions contained in Attachment 1 and incorporated herein.

Q. Florida Public Record Law and Audit Requirement

CONSULTANT and COA shall comply with the provisions contained in Attachments 4 and 5 and incorporated herein.

R. Attachments

This CONTRACT during its entire term including any extensions is subject to the provisions of the following Attachments, which are attached to and made a part of this CONTRACT, whether specifically set forth and previously provided herein:

1. Attachment 1, "Federal Provisions", when applicable, consisting of three (3) pages.
2. Attachment 2, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
3. Attachment 3, "Drug-Free Workplace Certification", consisting of one (1) page.
4. Attachment 4, "Florida Public Records Law Requirements", consisting of one (1) page.
5. Attachment 5, "City of Alachua Right to Audit", consisting of one (1) page.
6. Attachment 6, "Conflict, Non-Conflict of Interest Statement Litigation Statement", consisting of one (1) page.

S. Notice

Any notice specified or required in this CONTRACT shall be effective and deemed delivered when sent by email by one party to the other to the below designated representative:

City of Alachua (COA)

Adam Boukar
aboukari@cityofalachua.com

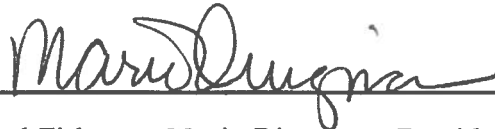
cc Robert Bonetti
rbonetti@cityofalachua.com

CONSULTANT
[Scott Modesitt,](mailto:Scott.Modesitt@summitpros.com)
scottm@summitpros.com

Proof of transmission of any NOTICE shall be deemed delivery. It is the responsibility of the parties to, by email, notice the other of any change of person or address to receive NOTICE as provided herein. Further, it is the responsibility of each party to monitor and maintain the ability to receive NOTICE as described.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on this the ____ day of _____, 2018.

CONSULTANT: SUMMIT PROFESSIONAL SERVICES, INC.

By: 
Name and Title: Marie Dingman, President

CITY OF ALACHUA

By: _____
Name and Title: Gib Coerper, Mayor

Attest:

By: _____
Name and Title: Adam Boukari, City Manager/City Clerk

Exhibit A

Fee Schedule

I. GRANTS PLANNING FEE*

Fee is based on grant planning services as a total fee for services and deliverables for each fiscal year contract period, (or portion thereof) following the date of contract execution and paid in monthly installments.

Deliverable	Annual Fee
<i>Needs Assessment</i>	<i>\$8,000</i>
<i>Funding Needs Analysis</i>	<i>\$12,500</i>
<i>Strategic Grants Plan</i>	<i>\$15,000</i>
Total Fee	\$35,500 *(or apportioned amount)

II. GRANTS PLANNING, PROPOSAL DEVELOPMENT, WRITING AND ADMINISTRATION SERVICES*

The scope of work is dependent on the complexity of the funding program being sought. A separate work order and cost will be provided, including support satisfactory to City, for approval as programs are identified.

The following are fixed hourly rates of Summit staff:

Principal	\$120.00
Project Development/Project Manager	\$90.00
Accounting/Budget Specialist	\$80.00
Construction Services Manager	\$80.00
Housing Rehabilitation Specialist	\$75.00
Planner	\$75.00
Administrative Assistant	\$40.00

A. GRANT WRITING SERVICES FEDERAL GOVERNMENT*

For Federal Government grant and/or loan applications, Summit will initiate contact with the funding agency and attend introductory meetings, develop the scope of work and prepare the required Application for Federal Assistance SF-424, develop and write the application narrative, submit the application on time, and follow-up on the process with the agency. Pricing includes developing the proposal needs statement, development of the budget in coordination with the appropriate technical professionals (project engineer), any required citizen participation procedures and development of the outcome measurements. Upload to Grants.gov is included upon request.

Lump sum of **3,500 to \$15,000** depending upon the complexity of the project, including support satisfactory to City.

B. GRANT WRITING SERVICES STATE GOVERNMENT*

State Government, including Water Management Districts and applicable County Governments, Summit will initiate contact with the State funding agency, facilitate introductory meeting between the applicant and the funding agency, develop the scope of work and application narrative, submit the proposal on time and follow-up on the review process and respond to requests for additional information. Pricing includes developing the proposal needs statement, development of the budget in coordination with the appropriate technical professionals (project engineer), any required citizen participation procedures, development of the outcome measurements, and facilitating any site visits the agency requires during application review.

Lump sum of \$2,500 to \$6,950 depending upon the complexity of the project, including support satisfactory to City.

*(All fees include overhead, profit, travel, office supplies, benefits, etc.)

ATTACHMENT 1

FEDERAL PROVISIONS

1. Equal Employment Opportunity

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

a. CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. CONSULTANT 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COA setting forth the provisions of this non-discrimination clause.

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

c. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 COA 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 CONSULTANT'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 CONSULTANT 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.

2. CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

OWNER, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. 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. If 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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.

f.

5. Access and Retention to Records

The COA, any authorized entity, 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 CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT shall retain all records relating to this Contract for six (6) years after the OWNER makes final payment and all other pending matters are closed.

ATTACHMENT 2

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. CONSULTANT 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, CONSULTANT will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. 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, CONSULTANT will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. CONSULTANT will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. CONSULTANT will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. CONSULTANT shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. CONSULTANT is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT 3

Proposer does not have a Drug-Free Workplace Program:

Name of Company

Signature

Print Name

Title

DRUG-FREE WORKPLACE CERTIFICATION

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

Summit Professional Services, Inc. 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 a bid copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 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 pleas 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 any 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 work place through implementation of Paragraphs 1 through 5.

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

Signature

J. Scott Modesitt

Print Name & Title J. Scott Modesitt, AICP, Project Development Director

ATTACHMENT 4

FLORIDA PUBLIC RECORDS LAW REQUIREMENTS

PUBLIC RECORDS - CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services being performed by the CONSULTANT.
- b) Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of the CONSULTANT upon 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 CITY in a format that is compatible with the information technology systems of CITY.

The CONSULTANT shall promptly provide CITY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide CITY a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by CITY.

This provision will apply to all services provided unless CONSULTANT can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of COA under Florida law. The CONSULTANT will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the CONSULTANT unlawfully refused to comply with a public records request within a reasonable time.

The CONSULTANT shall contact Deputy City Clerk Alan Henderson, Custodian of City Public Records, at (386) 418-6104 or ahenderson@cityofalachua.com, concerning any questions the CONSULTANT may have regarding the duty of CONSULTANT to provide Public Records.

THIS PROVISION WILL APPLY TO ALL SERVICE PROVIDED UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF CITY UNDER FLORIDA LAW.

ATTACHMENT 5

CITY OF ALACHUA RIGHT TO AUDIT

RIGHT TO AUDIT. The Consultant agrees to furnish such supporting detail as may be required by COA to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. COA will pay the cost of any audit. COA shall have the right to audit the CONSULTANT's records pertaining to the work/product for a period of three (3) years after final payment.

ATTACHMENT 6

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT

LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contract for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had not litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Summit Professional Services, Inc.

(NAME OF COMPANY)



(AUTHORIZED SIGNATURE)

J. Scott Modesitt, AICP, Project Development Director

(PRINT OR TYPE SIGNER'S NAME & TITLE)

10/27/17

(DATE)

FORM1

PROPOSER WARRANTY

The undersigned person warrants that:

1. She/he is an officer of the organization.
2. She/he has carefully examined the RFP, and any other documents accompanying or made a part of this RFP.
3. She/he is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
4. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirement and conditions under which the work is to be performed.
5. This Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Alachua, or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Warranty with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

PROPOSER:

BY:



(AUTHORIZED SIGNATURE)

J. Scott Modesitt, AICP, Project Development Director

(PRINT NAME & TITLE)

Summit Professional Services, Inc.

(NAME OF COMPANY)

PO Box 18168

(ADDRESS)

Panama City Beach, Florida 324117

(CITY, STATE, ZIP CODE)

(877) 309-1951

(TELEPHONE)

(877) 309-1951

(FAX)

scottm@summitpros.com

(EMAIL)

FORM 2

**Certification Regarding
Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier
Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name Summit Professional Services, Inc.

Date 10/27/17

By J. Scott Modesitt, AICP, Project Development Director
Name and Title of Authorized Representative

J. Scott Modesitt
Signature of Authorized Representative

FORM 3

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

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 City of Alachua, Florida
(print name of public entity)

by J. Scott Modesitt, Project Development Director
(print individual's name and title)

for Summit Professional Services, Inc.
(print name of entity submitting sworn statement)

whose business address is PO Box 18168, Panama City Beach, Florida 32417

and (if applicable) its Federal Employer Identification Number (FEIN) is

59-3400511

(if the entity has no FEIN) include the Social Security Number of the individual signing this sworn Statement

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 "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
- A predecessor or successor of a person convicted of a public entity crime; or
 - 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(l)(c) 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.

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

 X Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 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.

 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 a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

J. Scott Modersith
(Signature)

Sworn to and subscribed before me this 26th day of October, 2017.

Personally known X

OR produced identification _____ Notary Public - State of FL

(Type of Identification) My Commission expires _____

Gail M. Popovich

(Print, typed or stamped commissioned name of notary public)

