



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

OCTOBER 3, 2023

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Vice Mayor

Monica Clark

Council Members

Noel Chandler

Bob Jarriel

David McAuley

Exhibit 1

Craig A. Smith and Associates Agreement

Exhibit 2

Recommendation to award contract to B & B Site Development

Exhibit 3

Nason, Yeager, Gerson, Harris & Fumero, P.A. Agreement

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

OKEECHOBEE COMMERCE CENTER PROJECT

CAS PROPOSAL NUMBER: P4196B

CITY OF OKEECHOBEE

DATED: September 11, 2023



CRAIG A. SMITH & ASSOCIATES

Engineers•Surveyors•Utility Locators•Grant Specialists

21045 Commercial Trail

Boca Raton, FL 33486

Tel. (561) 314-4445 Fax. (561) 314-4458





CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

**PROJECT NAME: CITY OF OKEECHOBEE
CITY COMMERCE CENTER IMPROVEMENTS (CC)**

PROPOSAL NO: P4196B

Background: The project will entail the construction (by others) of the dry retention areas and remaining lake segment of the OCC as recently permitted by the South Florida Water Management District (District) under the new OCC permit no. 47-108440-P. In support of the construction, this proposal entails construction stake-out and as-built plans, engineering services during construction and construction observation services for a projected 4 month construction project.

OWNER/CLIENT:

Name: City of Okeechobee
Attention: Gary Ritter, City Administrator (vie e-mail gritter@cityofokeechobee.com)
Address: 55 SE 3rd Avenue
Okeechobee, FL 34974
Phone: (863) 763-3372 Ext. 9812
Facsimile: (863) 763-1686

SURVEYING

Task Description

PRE-TREATMENT AREAS

S11 STAKE AND GRADE DRY PRE-TREATMENT AREAS (ROUGH)

Provide one (1) line of graded lath along each top-of-bank at approximately 100-foot intervals. Finished grade will be set. Points on curves, angle points, etc. will be included.

\$3,308.00

S12 STAKE AND GRADE DRY PRE-TREATMENT AREAS (FINAL)

Provide one (1) line of graded lath along each top-of-bank at approximately 100-foot intervals. Finished grade will be set. Points on curves, angle points, etc. will be included.

\$3,792.00

S13 STAKE AND GRADE (AdvanEdge) CULVERT PIPES (5)

Provide one (1) hub and tack at each end with 15- and 30-foot offset and graded lath.

\$1,640.00

S14 RECORD SURVEY DRY PRE-TREATMENT AREAS

Provide drawing indicating measured data of constructed dry pre-treatment areas at 50-foot intervals. Includes culverts per S13 above.

\$6,180.00

DRY PRE-TREATMENT AREA TOTAL= \$14,920.00

LAKE EXPANSION

S17 STAKE AND GRADE LAKE EXPANSION (ROUGH)

Provide one (1) line of graded lath along the top-of-bank at approximate 14 cross-sections per construction plans. Finished grade will be set. Points on curves, angle points, etc. will be included.

\$1,760.00

S18 STAKE AND GRADE LAKE EXPANSION (FINAL)

Provide one (1) line of graded lath along the top-of-bank and toe of slope at approximate 14 cross-sections per construction plans. Finished grade will be set. Points on curves, angle points, etc. will be included.

\$1,671.00

S19 RECORD SURVEY LAKE EXPANSION

Provide drawing indicating measured data of constructed lake slopes at approximate 14 cross-sections per construction plans. Plan view and cross-section views will be included.

\$3,668.00

LAKE EXPANSION TOTAL= \$7,099.00

ENGINEERING

Task	Description
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E56 ENGINEERING SERVICES DURING CONSTRUCTION

CAS will act as the Owner's Engineer and visit the site at intervals appropriate to the stages of construction to provide construction observation as necessary for certifications to the appropriate agencies. CAS will review pay request applications, negotiate change orders as necessary, conduct pre-construction and progress meetings and final inspection with the appropriate agencies to determine if the work is acceptable, coordinate with the District and assist the Owner with project certification procedures. CAS will review and submit a set of record prints showing as-built information and provide certification to the District. CAS will provide these services on an hourly basis for a not to exceed agreed upon amount shown below. These periodic services are budgeted for a 4 month construction period at 6 hours/week. Services beyond this period will be billed at the attached hourly rates as needed with prior approval from the Owner. CAS will also include the NPDES Generic Permit (permit fee not included) submittal and Stormwater Pollution Prevention Plan (SWPPP) in the event the City elects to perform the construction in-house.

Total Hourly Budgeted Service: \$20,280.00

E57 CONSTRUCTION OBSERVATION SERVICES

CAS field representative will act as the Owner's representative, provide part time construction services to ensure the project is being constructed substantially in accordance with the plans at intervals appropriate to the stages of construction. As an Owner's representative, CAS will oversee required testing at intervals appropriate to the stages of construction, provide weekly construction reports, review test results, coordinate between engineers, Project Manager employed by the Owner, and contractor to resolve construction issues in preparation for a final certification. CAS will visit the site with the OWNER and assist in resolving with the Contractor apparent defects or deficiencies. CAS will provide these services on an hourly basis for a not to exceed agreed upon amount shown below. These periodic services are budgeted for a 4 month construction period at 24 hours/week. Services beyond this period will be billed at the attached hourly rates as needed with prior approval from the Owner.

Total Hourly Budgeted Service: \$53,125.00

SUMMARY OF COSTS

CAS proposes to accomplish the professional surveying and engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

Dry Pre-treatment Area Construction Stake-Out & As-built (optional)	\$14,920.00
Lake Area - Construction Stake-Out & As-built (optional)	\$7,099.00
Engineering Services During Construction	\$20,280.00
Construction Observation Services	\$53,125.00
Total	\$95,424.00

Thank you for your time and effort in supporting this project and your business is appreciated. Any service not specifically included in the final scope will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee. Should you have any questions or need additional information, please do not hesitate to call. If this proposal is acceptable, please execute as indicated and return one executed copy to our office for our files.

SUBMITTED BY:

CRAIG A. SMITH & ASSOCIATES

APPROVED BY:

CITY OF OKEECHOBEE

Orlando A. Rubio, P.E.
VP - Stormwater Engineering

Dowling R. Watford, Jr. Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

CRAIG A. SMITH & ASSOCIATES, INC.
2021
HOURLY RATE SCHEDULE

Principals	\$250.00
Court Testimony	\$250.00
Vice President.....	\$225.00
Senior Supervising Engineer	\$195.00
Supervising Engineer	\$170.00
Project Manager	\$145.00
Project Engineer	\$125.00
Senior CADD Technician.....	\$125.00
CADD Technician	\$90.00
Senior Field Representative	\$125.00
Field Representative.....	\$95.00
Professional Surveyor and Mapper	\$150.00
Survey Coordination Manager.....	\$120.00
Survey Technician	\$90.00
Clerical.....	\$65.00
Survey Crew (2-man)	\$160.00
Survey Crew (3-man)	\$195.00
Survey Crew, Lidar	\$375.00
Survey Crew - pile staking.....	\$225.00
Utility Locate Crew	\$150.00
Soft Dig Crew (per hole)	\$495.00
3D Radar Crew	\$450.00
3D Radar Processor	\$175.00

These rates are in effect for services rendered commencing January 1, 2021 and are subject to change.

CRAIG A. SMITH & ASSOCIATES, INC.

**2021
REIMBURSABLE EXPENSES**

• Computer Usage (CADD)	\$2.50/hour
• Reproductions	
Engineering (24 x 36)	\$2.50/sht
Engineering Color	\$3.50/sht
Standard Copies	\$0.30/sht
Standard Color	\$0.40/sht
Ledger (11 x 17)	\$0.40/sht
Ledger Color	\$0.55/sht
• Recording & Permit Fees	Cost + 10%
• Services of Outside Consultants	Cost + 10%
• Federal Express or Courier Services	Cost + 10%
• Commercial Air Travel	Cost + 10%
• Long Distance Phone	Cost + 10%
• Auto Travel Expense	\$ 0.56 / mile
• Meals – Per Diem	\$35.00
• Lodging	Cost + 10%

These rates are in effect for services rendered commencing January 1, 2021 and are subject to change.

September 22, 2023

Gary Ritter, City Administrator (via e-mail: gritter@cityofokeechobee.com)
City of Okeechobee
55 SE 3rd Avenue
Okeechobee, Florida 34974

**RE: OKEECHOBEE COMMERCE CENTER
Dry Retention Area and Lake Segment Construction Project Recommendation
City Council Meeting October 3, 2023
CAS PROJECT NO. 21-2182**

Dear Mr. Ritter:

Craig A. Smith & Associates (CAS) has performed its review of the price proposals received for the construction of the dry retention areas and lake segment at the Okeechobee Commerce Center (OCC). Note that we requested price proposals from three contractors and two submittals were received. Our review strictly tabulates price totals and evaluates the overall submittal packages from each proposer. Based on the copies of the contract forms provided, we have also reviewed the proposals for document completeness. Based on our review, B & B Site Development (BBSD) is the apparent lowest and most responsive-responsible bidder with a verified total price of \$465,170.97.

Based on our bid package reviews and from first-hand knowledge, BBSD has satisfactorily completed projects at the OCC for a property owner with CAS as the engineer of record. As such, BBSD has actual project site familiarity and is a local contractor. The other proposal was submitted by Rio-Bak Corporation (RBC) in the amount of \$689,855.00. RBC has also performed similar work where CAS was the engineer of record. Their submittal was complete and responsive but was not considered the lowest and most responsive-responsible proposal.

As such, CAS hereby recommends the award to BBSD based on the total price of \$465,170.97, documents submitted, reference checks, and previous track record as the lowest and most responsive-responsible proposer.

We look forward to working with the City and BBSD on a successful project. Please contact me at the letterhead numbers shown or by electronic mail at orubio@craigasmith.com should you have any questions or require any additional information.

Sincerely,
CRAIG A. SMITH & ASSOCIATES, INC.



Orlando A. Rubio, PE
VP – Stormwater Engineering
Enclosures; Review document and Contractor Submittals

Cc: City – Jacqueline Boer (via email), CAS – Steve Smith, PE (via e-mail)



561.314.4445



1425 E. Newport Center Dr
Deerfield Beach, FL 33442



www.craigasmith.com

	City of Okeechobee - Okeechobee Commerce Center										
B & B Site Development Price Proposal						Rio-Bak Corporation					
	Description (anticipated work)	QTY	Unit	Unit Price	Cost		Description (anticipated work)	QTY	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 46,197.00	\$ 46,197.00	1	Mobilization	1	LS	\$ 20,000.65	\$ 20,000.65
2	Maintenance of Traffic	1	LS	\$ 7,500.00	\$ 7,500.00	2	Maintenance of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00
3	Survey Stakeout and As-Builts	1	LS	\$ 12,900.00	\$ 12,900.00	3	Survey Stakeout and As-Builts	1	LS	\$ 27,000.00	\$ 27,000.00
4	Environmental Compliance (SWPP, NPDES, BMPs, Dewatering)	1	LS	\$ 15,000.00	\$ 15,000.00	4	Environmental Compliance (SWPP, NPDES, BMPs, Dewatering)	1	LS	\$ 18,140.00	\$ 18,140.00
5	Clearing and Grubbing	1	LS	\$ 69,600.00	\$ 69,600.00	5	Clearing and Grubbing	1	LS	\$ 118,000.00	\$ 118,000.00
6	Excavate between Lakes 2 & 3 to create one Lake 2	9,349.0	CY	\$ 5.88	\$ 54,972.12	6	Excavate between Lakes 2 & 3 to create one Lake 2	9,349.0	CY	\$ 10.40	\$ 97,229.60
7	Construct Western Dry Retention area (Water Management Tract L-1) Adjacent to Wetland 1	2,365.0	CY	\$ 11.00	\$ 26,015.00	7	Construct Western Dry Retention area (Water Management Tract L-1) Adjacent to Wetland 1	2,365.0	CY	\$ 14.93	\$ 35,309.45
8	Construct Eastern Dry Retention Area (Water Management Tract L-1) Adjacent to Wetland 1	1,760.0	CY	\$ 12.00	\$ 21,120.00	8	Construct Eastern Dry Retention Area (Water Management Tract L-1) Adjacent to Wetland 1	1,760.0	CY	\$ 22.42	\$ 39,459.20
9	Construct Dry Retention Area 3 Adjacent to Wetlands 2 & 4 (include plugging V-notch bleeder per Sheet C-05)	2,159.0	CY	\$ 13.50	\$ 29,146.50	9	Construct Dry Retention Area 3 Adjacent to Wetlands 2 & 4 (include plugging V-notch bleeder per Sheet C-05)	2,159.0	CY	\$ 29.90	\$ 64,554.10
10	Place Excavated Material on designated City Owned lots 9, 17, 17A, & 17B (maximum 3 ft depth) sloped from center to perimeter with seed and mulch and two rows of sod at perimeter. Lots 15 and 16 can only be used for staging.	15,633.0	CY	\$ 2.75	\$ 42,990.75	10	Place Excavated Material on designated City Owned lots 9, 17, 17A, & 17B (maximum 3 ft depth) sloped from center to perimeter with seed and mulch and two rows of sod at perimeter. Lots 15 and 16 can only be used for staging.	15,633.0	CY	\$ 10.00	\$ 156,330.00
11	Drawdown water in primary control structure (or other approved method), & Hydroseal weir wall of structure at all contact surfaces for watertightness	1	LS	\$ 15,000.00	\$ 15,000.00	11	Drawdown water in primary control structure (or other approved method), & Hydroseal weir wall of structure at all contact surfaces for watertightness	1	LS	\$ 8,000.00	\$ 8,000.00
12	ADS 18" ADVANEDGE SYSTEM (100 ft Segments)	800	LF	\$ 55.00	\$ 44,000.00	12	ADS 18" ADVANEDGE SYSTEM (100 ft Segments)	800	LF	\$ 37.00	\$ 29,600.00
13	Bahia Sod with 1" min top soil	23,744.0	SY	\$ 3.40	\$ 80,729.60	13	Bahia Sod with 1" min top soil	23,744.0	SY	\$ 3.00	\$ 71,232.00
				Total	\$ 465,170.97					Total	\$ 689,855.00

BID CHECKLIST

Contract Page No.	ITEM DESCRIPTION		B & B Site Development		Rio-Bak Corporation
410-2	PRICE PROPOSAL FORM COMPLETED		Yes		Yes
410-4 THRU 410-7	SUBMITTED AS		Corporation		Corporation
	CONTACT PERSON		Philip Baughman		Mark Sirchio
	LICENSES				GC 1520268
410-2	BASE BID TOTALED FROM CONTRACTOR		\$465,170.97		\$689,855.00
	BASE BID TOTALED CHECKED BY CAS		\$465,170.97		\$689,855.00
	NET DIFFERENCE BETWEEN BIDDER & CAS BID REVIEW		\$0.00		\$0.00
433-1 THRU 433-2	BID BOND		Completed		Completed
	INSURER		The Gray Insurance Company		Swiss Re Corporate Solutions America Insurance Corporation

CITY OF OKEECHOBEE					
OKEECHOBEE COMMERCE CENTER - RETENTION AREA & LAKE EXCAVATION					
CAS PROJECT NO. 22-2252					
PROJECT DURATION: 120 DAYS					
1. PROPOSER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE PROJECT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.					
2. PROPOSALS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
THE LUMP SUM (LS) PRICES FOR ITEMS 1-5 SHALL BE DONE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. BONDING AND PROJECT SIGN COSTS ARE TO BE INCORPORATED IN THE PRICE PROPOSAL.					
1	Mobilization and Demobilization	1	LS	46,197.00	46,197.00
2	Maintenance of Traffic	1	LS	7,500.00	7,500.00
IN ADDITION TO THE ABOVE DESCRIPTION, THE LUMP SUM (LS) PRICE FOR PROPOSAL ITEM NO. 4 SHALL INCLUDE BUT NOT BE LIMITED TO THE INSTALLATION OF TEMPORARY DAMS, TURBIDITY CURTAINS, SILT FENCES, SOD FOR EROSION CONTROL (NOT FOR FINAL) OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICES TO CONTROL SEDIMENT & EROSION, NPDES PERMITTING, SWPPP PERIODIC MONITORING AND MAINTENANCE, & COMPLIANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CITY, & FDEP PERMITS ISSUED FOR THE PROJECT. THE SWPPP PLAN & NPDES PERMIT WILL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY WITH ALL SFWMD, CITY, & FDEP PERMITS ISSUED FOR THE PROJECT PERTAINING TO SEDIMENT & EROSION CONTROL & DEWATERING.					
3	Survey Stake-out/As-built	1	LS	12,900.00	12,900.00
4	NPDES Permitting & Stormwater Pollution Prevention Plan (SWPPP)/Dewatering (including sampling) & Construction Dewatering Permit	1	LS	15,000.00	15,000.00
THE LUMP SUM (LS) PRICE FOR CLEARING & GRUBBING SHALL INCLUDE BUT NOT BE LIMITED TO REMOVAL AND DISPOSAL OF EXISTING GROUND COVERINGS, AUXILIARY STRUCTURES, ASPHALT PAVEMENT, CONCRETE PAVEMENT, LIMEROCK AND SUBGRADE (WHERE APPLICABLE), TREES AND/OR ALL OTHER ORGANIC MATERIAL AS NECESSARY TO PERFORM THE WORK STIPULATED IN THESE PROJECT DOCUMENTS. ALL ITEMS SHALL BE RESTORED TO AS EXISTING OR BETTER CONDITION.					
5	Clearing & Grubbing	1	LS	69,600.00	69,600.00
PROPOSED WORK - ITEMS 6 - 13					
THE PRICE FOR EACH WORK ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE PROJECT DOCUMENTS WHICH INCLUDE ALL REMOVAL AND DISPOSAL, EXCAVATION, DEWATERING, SHEETPILES, DEWATERING PERMITS, SWPPP-NPDES PERMITTING, ABANDONMENT, REMOVAL OR RELOCATION OF EXISTING UTILITIES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, SOD REPLACEMENT, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK.					
6	Excavate between Lakes 2 & 3 to create one Lake 2	9,349	CY	5.88	54,972.12
7	Construct Western Dry Retention area (Water Management Tract L-1) Adjacent to Wetland 1	2,365	CY	11.00	26,015.00
8	Construct Eastern Dry Retention Area (Water Management Tract L-1) Adjacent to Wetland 1	1,760	CY	12.00	21,120.00
9	Construct Dry Retention Area 3 Adjacent to Wetlands 2 & 4 (include plugging V-notch bleeder per Sheet C-05)	2,159	CY	13.50	29,146.50
10	Place Excavated Material on designated City Owned lots 9, 17, 17A, & 17B (maximum 3 ft depth) sloped from center to perimeter with seed and mulch and two rows of sod at perimeter. Lots 15 and 16 can only be used for staging.	15,633	CY	2.75	42,990.75
11	Drawdown water in primary control structure (or other approved method), & Hydroseal weir wall of structure at all contact surfaces for watertightness	1	LS	15,000.00	15,000.00

CITY OF OKEECHOBEE					
OKEECHOBEE COMMERCE CENTER - RETENTION AREA & LAKE EXCAVATION					
CAS PROJECT NO. 22-2252					
PROJECT DURATION: 120 DAYS					
1. PROPOSER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE PROJECT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.					
2. PROPOSALS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
12	ADS 18" ADVANEDGE SYSTEM (100 ft Segments)	800	LF	55.00	44,000.00
13	Bahia Sod with 1" min top soil	23,744	SY	3.40	80,729.60
SUBSTANTIAL COMPLETION TO BE ACHIEVED AT 110 DAYS					
FINAL COMPLETION TO BE ACHIEVED 10 DAYS SUBSEQUENT TO SUBSTANTIAL COMPLETION					
PROPOSAL TOTAL (ITEMS 1-13)					\$465,170.97
END OF SECTION					

Date: September 19, 2023


To: City of Okeechobee
Job: Bid Proposal - Okeechobee Commerce Center-Retention area and Lake excavation

Atten: Orlando Rubio, Gary Ritter, Jacqueline Boer

Bidder: B&B Site Development, Inc.
1505 C South Parrott Ave
Okeechobee, Fl. 34974

Email: bbsitedevelopment, Inc.@gmail.com
Contact: Philip or Michelle Baughman
Phone: 863-763-6053
Philip Cell: 863-634-7194

Respectfull submitted,


Philip J. Baughman

SECTION 00433

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, B&B Site Development, Inc.

as Principal and Contractor, and The Gray Insurance Company

hereinafter called Surety, are held and firmly bound unto Owner, a political entity of the State of Florida, and represented by its Chairman called Owner, in the sum of five percent (5%) of the total amount bid of:

Four Hundred Sixty-Five Thousand, One Hundred Seventy Dollars and Ninty-seven cents

(Written Dollar Amount)

dollars (\$ 465,170.97) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Owner for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

**CITY OF OKEECHOBEE
COMMERCE CENTER RETENTION AREAS AND LAKE
CAS PROJECT No. 22-2252**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the Base Bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with Owner and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the Awarded Bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said B&B Site Development, Inc.
as Principal herein, has caused these presents to be signed in its name by
its President and
attested by its Witness
under its corporate seal, and the said The Gray Insurance Company

as Surety herein, has caused these presents to be signed in its name by
its Attorney-In-Fact
and attested in its name by its Witness
under its corporate seal, this 19th day of September A.D., 2023.

Signed, sealed and delivered PRINCIPAL: B&B Site Development, Inc.

in the presence of:

Sharie Turgeon

BY:

Michelle H. Baughman

Sharie Turgeon
As to Principal Witness

NAME:

Michelle H. Baughman

The Gray Insurance Company
Surety

BY:

Susan L. Reich
Attorney-in-Fact, Susan L. Reich*
(Power-of-Attorney to be attached)

Alexis Woodham

BY:

Susan L. Reich
Florida Resident Agent, Susan L. Reich*

Alexis Woodham, Witness
As to Surety

*Inquiries: 407-786-7770

END OF SECTION

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: B&B Site Development, Inc.

Project: 22-2252, OKEECHOBEE COMMERCE CENTER - RETENTION AREA & LAKE EXCAVATION

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of September, 2023.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of September, 2023.

Leigh Anne Henican





BANDBSI-01

TSPEARMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairchild, Addison, & McKone Insurance PO Box 1030 Brandon, FL 33509	CONTACT NAME: PHONE (A/C, No, Ext): (813) 681-4893 FAX (A/C, No): (813) 685-8610 E-MAIL ADDRESS: COI@famins.com
INSURED B & B Site Development, Inc. Philip Baughman 1505-C South Parrott Ave Okeechobee, FL 34974	INSURER(S) AFFORDING COVERAGE INSURER A : Southern-Owners INSURER B : Auto-Owners INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10190 18988

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		20033922	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5003392200	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			5003392201	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property			20033922	10/30/2022	10/30/2023	per schedule
A	Equipment Floater			20033922	10/30/2022	10/30/2023	Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Site Work

The City of Okeechobee and the Florida Department of Environmental Protection are additional insureds with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Okeechobee
55 S. E. 3rd Ave.
Okeechobee, FL 34974

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Nexus Partners Insurance 5745 North Scottsdale Road, Suite B120 Scottsdale, AZ 85250	CONTACT NAME: Cory Strahler PHONE (A/C, No, Ext): 904-739-2722 E-MAIL ADDRESS: pa@matrixonesource.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: StarStone National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25496
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COVERAGES

CERTIFICATE NUMBER: 72029120

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			T80230001-843	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	T80220001-843	1/1/2022	1/1/2023	E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of:
B & B Site Development, Inc. 1/1/2021

CERTIFICATE HOLDER**CANCELLATION**

City of Okeechobee
Email: pburnette@cityofokeechobee.com
55 SE 3rd Avenue
Okeechobee FL 34974

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodie R. Kramer Cole

REGISTERED SEPTIC TANK CONTRACTOR



PHILIP J. BAUGHMAN
1505 C. SOUTH PARROTT AVENUE
OKEECHOBEE, FL 34974
B & B SITE DEVELOPMENT, INC.

Business Authorization: SA0900469

SR0890442

Registration Expires on September 30, 2024

OKEECHOBEE COUNTY
CONSTRUCTION INDUSTRY LICENSING BOARD

Contractor License Number: **OCSL0679**

This **CERTIFICATE OF COMPETENCY** certifies that

B & B SITE DEVELOPMENT, INC.

Phillip J. Baughman, Qualifier

has complied with requirements of this Board as a

Demolition Contractor Expires: 09/30/2024

Building Official:

Karin T. H.

BAUGHMAN, PHILIP
(863)763-6053

CITY OF OKEECHOBEE
BUSINESS TAX RECEIPT

55 SE 3rd Avenue, Okeechobee, FL 34974
October 1, 2023 - September 30, 2024

No: 62

Date: 9/14/23

Address: STATE LICENSE REQUIRED FOR RENEWAL
1505 S PARROTT AVENUE
Activity: OKEECHOBEE, FL 34974
SEPTIC TANK & DEMOLITION CONTRACTOR

78.75

Issued to: B & B SITE DEVELOPMENT, INC.
BAUGHMAN, PHILIP
1505 SOUTH PARROTT AVENUE
OKEECHOBEE, FL 34974



Total Paid 78.75

A

Finance Director

STATE OF FLORIDA
OKEECHOBEE COUNTY
BUSINESS LICENSE

PENALTY ADDED: OCT 1st, 10%; NOV 1st, 15%; DEC 1st, 20%; JAN 1st 25%
THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES
AND COUNTY ORDINANCE NO.79-2

B & B SITE DEVELOPMENT INC

1505 S PARROTT AVE
OKEECHOBEE

FL 34974

PRIOR	
COUNTY	<u>\$54.00</u>
PENALTY	

BUSINESS # 01215

AMOUNT DUE	<u>\$54.00</u>
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LICENSE #	01166
DATE PAID	9/14/2023

CELESTE WATFORD, TAX COLLECTOR
OKEECHOBEE COUNTY
409 NW 2ND AVE SUITE A
OKEECHOBEE, FL 34972

2023
2024

CONTRACTOR SEPTIC TANK

2

THIS LICENSE IS VALID ONLY IF NO
OTHER LAW OR ORDINANCE IS
VIOLATED. ESPECIALLY ZONING

ORIGINAL CUSTOMER COPY

STATE OF FLORIDA
OKEECHOBEE COUNTY
BUSINESS LICENSE

PENALTY ADDED: OCT 1st, 10%; NOV 1st, 15%; DEC 1st, 20%; JAN 1st 25%
THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES
AND COUNTY ORDINANCE NO.79-2

B & B SITE DEVELOPMENT INC

1505 S PARROTT AVE
OKEECHOBEE

FL 34974

PRIOR	
COUNTY	<u>\$54.00</u>
PENALTY	

BUSINESS # 12151

AMOUNT DUE	<u>\$54.00</u>
------------	----------------

LICENSE #	01167
DATE PAID	9/14/2023

CELESTE WATFORD, TAX COLLECTOR
OKEECHOBEE COUNTY
409 NW 2ND AVE SUITE A
OKEECHOBEE, FL 34972

2023
2024

CONTRACTOR DEMOLITION

THIS LICENSE IS VALID ONLY IF NO
OTHER LAW OR ORDINANCE IS
VIOLATED. ESPECIALLY ZONING

ORIGINAL CUSTOMER COPY

STATE OF FLORIDA
OKEECHOBEE COUNTY
BUSINESS LICENSE

PENALTY ADDED: OCT 1st, 10%; NOV 1st, 15%; DEC 1st, 20%; JAN 1st 25%
THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES
AND COUNTY ORDINANCE NO.79-2

B & B SITE DEVELOPMENT INC

1505 S PARROTT AVE
OKEECHOBEE

FL 34974

PRIOR
COUNTY
PENALTY

\$93.75

BUSINESS # 12152

AMOUNT DUE

\$93.75

LICENSE # 01168

DATE PAID 9/14/2023

CELESTE WATFORD, TAX COLLECTOR
OKEECHOBEE COUNTY
409 NW 2ND AVE SUITE A
OKEECHOBEE, FL 34972

2023

2024

PUBLIC SERVICE SITE PREP

THIS LICENSE IS VALID ONLY IF NO
OTHER LAW OR ORDINANCE IS
VIOLATED. ESPECIALLY ZONING

ORIGINAL CUSTOMER COPY

City of Okeechobee
City Attorney Legal Services Agreement

The **City of Okeechobee**, a Florida municipal corporation, with its principal place of business located at 55 S.E. 3rd Avenue Okeechobee, Florida 34974 (the “City”) and the law firm **Nason, Yeager, Gerson, Harris & Fumero, P.A.**, located at: 750 Park of Commerce Boulevard, Suite 210, Boca Raton, FL 33487 (the “Firm”), for and in consideration of the mutual covenants contained in this **City Attorney Legal Services Agreement** (the “Agreement”) and other good and valuable consideration, mutually agree as follows:

Background

The City requires the retention of a City Attorney and has reviewed the qualifications submitted by law firms pursuant to a solicitation for requests for qualifications. The City determined that the Firm is qualified and capable to serve as City Attorney. The City and the Firm desire to engage in a stable and flexible long-term contractual relationship whereby the City can recognize pricing efficiencies for legal services and the Firm is available to provide service as City Attorney as required by its Charter, as well as additional legal services on an as-needed basis, in a cost effective manner.

Terms and Conditions

1. **The Firm as City Attorney.** The Firm will provide legal services as the City Attorney to the City. For purposes of this Agreement, the primary attorney to serve as City Attorney shall be John J. Fumero with Gregory Hyden and Stephen (“Steve”) Conteaguero (the “Designated Attorneys”) serving as his alternate and/or backup, if and when needed. Further, the City shall have access to the complete complement of practice groups and breadth of experience of the other attorneys at the Firm on an “as needed” basis to provide legal services to the City, commensurate with this Agreement. Accordingly, the Firm was selected based upon the Firm’s substantive and unique knowledge of governmental law, and the City’s legal priorities and needs.

2. **Legal Services.** The Firm shall perform all the legal services customarily associated with the City Attorney, and the Office of the City Attorney, for the benefit of the City Council and the City, as set forth in Attachment A, and such other services directed or requested from time-to-time by the City Council or City Administrator. Among other things, the Firm shall develop and implement plans for the effective and efficient provision of legal services and support for the City, City Administrator, and operation of the City’s Office of the City Attorney. The Firm shall also develop plans and internal processes to enhance the accountability and interaction of the City Attorney’s Office with the City Council, City Administrator and City staff.

3. **Compensation, Terms, and Conditions.** The Firm shall perform the City Attorney legal services set forth in Attachment A. The City Attorney, pursuant to this Agreement, shall submit a monthly invoice on the 10th day of each month. For services outside

the Scope of Work in Attachment A, the Firm will be compensated for special legal counsel services at a discounted, blended governmental hourly rate of \$295.00, as set forth in Attachment B.

4. **Duration and Termination.** This Agreement is effective as of January 1, 2024. The Firm shall provide City Attorney legal services at the will of the City Council. The Firm may terminate this Agreement by providing the City thirty (30) days prior written notice of its intent to terminate.

5. **Administration.** For ease and convenience of administration, and to the extent not in conflict with the City Council, the City Council hereby authorizes and designates the City Administrator to provide additional policy direction and instructions to the Designated Attorneys and the Firm in the administration of the duties of the City Attorney as set forth herein, and to manage and administer the terms and provisions of this Agreement on behalf of the City Council.

6. **Insurance.** The Firm shall maintain in full force and effect malpractice insurance coverage in an amount of not less than \$1,000,000 per claim and \$1,000,000 policy limit aggregate and shall from time-to-time provide the City with evidence of such insurance.

7. **Notices.** All notices under this Agreement shall be in writing and shall be provided to the City, attention City Administrator, at 55 S.E. 3rd Avenue Okeechobee, Florida 34974, and to the Firm, attention John J. Fumero, at 750 Park of Commerce Boulevard, Suite 210, Boca Raton, FL 33487.

8. **Severability.** If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect.

9. **Non-Liability for Costs and Expenses.** The Firm shall be reimbursed by City for any actual reasonable and necessary expenses paid by the Firm in connection with the carrying out of its duties hereunder.

10. **Appointment.** The City Council hereby appoints the Designated Attorneys, through the Firm, as City Attorney for the City of Okeechobee. The City Administrator is directed and authorized to use and consult with the Firm for City.

11. **Acknowledgement of Exclusion of Worker's Compensation Coverage.** The Firm herein expressly agrees and acknowledges that it is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this professional services contract, that City shall not be liable to the Firm for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

12. **Conflict of Interest.** The Firm, by signing this Agreement, covenants that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which shall conflict in any manner with the performance of the City Attorney's services and obligations under this Agreement. The Firm further agrees that, in the performance of this

contract, no person having such an interest as described above shall be employed.

13. **Public Records.** The Firm shall maintain files, available for inspection by the City Administrator or his designee, containing documentation of costs and fees incurred in connection with this Agreement. In accordance with Chapter 119, Florida Statutes, any documents of any nature produced pursuant to this Agreement shall be a public record to the extent required by law. Anything that is produced by or developed in connection with this Agreement shall remain the exclusive property of the City and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the Firm nor any other individual employed under this Agreement shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for the City may be charged for said services.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Lane Gamiotea, CMC, City Clerk, City of Okeechobee (863) 763-9814; lgamiotea@cityofokeechobee.com; 55 S.E. 3rd Avenue Room 100, Okeechobee, Florida 34974.

14. **Amendments.** Any party may, from time-to-time, request changes under this Agreement. Such changes, which are mutually agreed upon, shall be incorporated in written amendments to this Agreement.

15. **Entire Agreement.** This instrument, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

16. **Liability.** The City shall defend the actions of the Firm in performing legal services on behalf of the City. As required by the City, the Firm shall maintain for their respective law firms, during the period of this Agreement, a professional liability insurance policy or policies professional liability coverage for the professional services to be rendered to the City under this Agreement.

17. **Powers Conferred on City Attorney.** The Firm has the authority to file any papers necessary and proper in any action which it is authorized to prosecute or defend on behalf of the City, and the right and authority to do any and all things necessary and proper to protect the interest of the City. Any attorney employed by the Firm may provide legal support services or representation under this Agreement.

18. **City Attorney Client.** The City of Okeechobee, acting by and through its City Council, as a collegial body, shall be considered the Firm's client.

The parties hereto have caused this City of Okeechobee Legal Services Agreement to be executed in duplicate this _____ day of October, 2023.

Witness

NASON, YEAGER, GERSON, HARRIS
& FUMERO, P.A.

[Signature]

[Printed Name]

By: _____
John J. Fumero, Esq.
Shareholder

Attest:

CITY OF OKEECHOBEE, FLORIDA

By: _____
Lane Gamiotea, CMC, City Clerk

By: _____
Dowling R. Watford, Jr., Mayor

Attachment A
Scope of Work

(A) The Firm will provide legal services as City Attorney to the City consistent with the Charter of the City.

(B) The City Attorney retainer services described herein are to be provided in conjunction with efforts of the City Council, designated officials and staff of the City and designated officials from the City including the City Administrator and City Clerk. Additional Special Counsel Legal Services and Operational Review Services may also be provided by the Firm on an hourly basis, as specified in Attachment B, or as otherwise approved by the City Council.

(C) City Attorney Legal Services shall encompass the following:

(1) Prepare for and attend City Council meetings and workshops, attorney/client sessions, if and when deemed necessary, in addition to participate in the preparation and review of agendas for meetings of the City Council; and

(2) Participate in Code Enforcement Board, Planning and Zoning/Board of Adjustment, and Technical Review Committee Meetings; and

(3) Review, and/or approve ordinances, resolutions, and contracts presented to the City Council; and

(4) Participate in periodic conference calls at a time to be mutually determined by the City Administrator and City Attorney to identify and discuss outstanding issues, and City priorities; and

(5) Provide legal advice to City Council members and participate in individual conference calls with City Council members in order to provide advice regarding upcoming City Council agenda items; and

(6) Meetings with City Administrator and City staff, if and when necessary; and

(7) Monitor and report on the progress of services handled or represented by other outside legal counsel.

Attachment B
Compensation for City Attorney Services

1. Monthly Fee

The Firm will be compensated \$9,900 per month for legal work described in the Scope of Work provided in Attachment A.

2. Legal work outside Scope of Work

The Firm will be compensated for Special Counsel Legal Services that are outside of the Scope of Work described in Attachment A at a discounted, blended governmental hourly rate as follows:

- (a) \$295 per hour of attorney time; and
- (b) \$80 per hour of certified paralegal time.

3. Costs and Expenses

The Firm shall only charge for actual costs and expenses incurred and invoiced by this Firm on behalf of this engagement. Prior written authorization to proceed with Special Legal Counsel and Operation Review Services is required. Attachment 1 sets forth the most commonly incurred costs and expenses. The Firm may advance these costs and seek reimbursement, with the underlying documentation, in our billings. There shall be no other administrative fees or costs charged to the City.

4. Invoicing and Payment

The Firm shall invoice the City on a monthly basis for services rendered and any expenses incurred in connection with the Firm's representation of the City. *See Attachment 1.* To ensure accountability and transparency, monthly invoicing shall provide detail on the individual who provided services, the amount of time incurred, and a summary of the services provided.

ATTACHMENT 1

Cost/Expense	Typical Charges
Computer Research	Actual usage.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: No charge Incoming: No charge
Photocopying for large jobs more than 100 pages	Inside copies: \$0.25/page Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge
Telephone Charges	Actual long distance.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for business class. Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.