



**COMMISSION AGENDA
SESSION OF THE CITY COMMISSION TO BE HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 1, 2022
6:00 PM**

1. MEETING CALLED TO ORDER

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A SWEARING IN CEREMONY FOR FOUR NEW POLICE OFFICERS

Swearing in and administering of oath for four new police officers.

3.B PRESENTATION OF THE KISSIMMEE FESTIVAL OF LIGHTS PARADE WINNERS FOR 2021

Acknowledgement and distribution of awards to the 2021 Kissimmee Festival of Lights Parade winners.

3.C RECOGNITION OF THE BOB MAKINSON AQUATIC CENTER TEAM FOR ACHIEVING THE 2021 PLATINUM INTERNATIONAL AQUATIC SAFETY AWARD

City Commission recognition of Bob Makinson Aquatic Center Team for achieving the 2021 Platinum International Aquatic Safety Award.

3.D PROCLAMATION - AFRICAN AMERICAN HISTORY MONTH 2022

The request is for the City Commission to present a Proclamation in honor of "African American History Month".

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE 22-05 AMENDING SECTION 42-19: VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS, AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of First Reading of Proposed Ordinance 22-05 to enable parking by permit.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

"ANYTHING REQUIRING A VOTE WILL BE HEARD AT A LATER TIME"

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the January 18, 2022, Commission Minutes.

7.B AUTHORIZATION TO SUBMIT APPLICATION FOR 2022-23 VOCA GRANT

The Police Department requests authorization to submit an application to the Office of the Attorney General for the Victim of Crimes Act (VOCA) grant for fiscal year 2022-2023.

7.C CONVEYANCE OF A PARTIAL DRAINAGE EASEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SUNRAIL DOUBLE TRACKING IMPROVEMENT PROJECT

Approval to assign partial drainage rights for drainage purposes and to convey a drainage easement over property owned by the City of Kissimmee to the Florida Department of Transportation (FDOT).

7.D AMENDMENT TO TASK WORK ORDER NO. 4 WITH RS&H, INC FOR THE WOODSIDE DRAINAGE IMPROVEMENT PROJECT

Approval to amend Task Work Order No. 4 with RS&H, Inc by \$64,560.34 to provide additional design services for the Woodside Drainage Improvement project.

7.E PURCHASE OF A DROP-WING MOWER FROM ALAMO GROUP, INC.

Approval to purchase an Alamo Brahma drop-wing mower from Alamo Group, Inc. in the amount of \$124,848.70.

7.F PURCHASE OF A WHEEL LOADER FROM DOBBS EQUIPMENT LLC

Approval to purchase a John Deere 644 L-series wheel loader from Dobbs Equipment LLC in the amount of \$223,853.80. This is funded by the Local Option Sales Tax Fund.

7.G AMENDMENT TO TASK WORK ORDER NO. 3 WITH RS&H, INC. FOR THE WEST OAK STREET AT JOHN YOUNG PARKWAY IMPROVEMENT PROJECT

Approval to amend Work Order No. 3 with RS&H, Inc. by \$69,091.60 for additional design services associated with the plans update for the West Oak Street at John Young Parkway improvement project and transfer funds from the Local Option Sales and Gas Tax Funds to cover the costs.

7.H AWARD OF BID FOR THE CONSTRUCTION OF THE HUDSON STREET IMPROVEMENTS PROJECT

Approval to award the bid for the construction of the Hudson Street Improvements Project to DB Civil Construction, LLC, of St. Augustine, Florida in the amount of \$373,204.

7.I TASK WORK ORDER NO. 1 WITH CONSOR ENGINEERS, LLC FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR THE HUDSON STREET IMPROVEMENT PROJECT

Approval of Task Work Order No. 1 with CONSOR Engineers, LLC for the construction engineering & inspection (CEI) services for the Hudson Street Improvement project and approval to transfer funds from the Stormwater Fund to cover project costs.

8. DISCUSSION ITEMS

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

IN ACCORDANCE WITH FLORIDA STATUTES 286.105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.

ITEM 3.A

SWEARING IN CEREMONY FOR FOUR NEW POLICE OFFICERS

Request

Swearing in and administering of oath for four new police officers.

Explanation

Four new police officers have been hired as employees by the City of Kissimmee Police Department. Having the officers sworn in at City Commission Meetings serves as a formal introduction to the Mayor, City Commissioners, the citizens and the community. The procedure of swearing in new officers instills formality and professionalism at the start of their careers with the City of Kissimmee.

The new police officers to be sworn in are:

Wilfredo Castro
Karen Devaliere
Kristian Rivera
Thinh Vo

Department: Police
Presenter: Jeffrey Odell

Attachment(s):

None

ITEM 3.B

PRESENTATION OF THE KISSIMMEE FESTIVAL OF LIGHTS PARADE WINNERS FOR 2021

Request

Acknowledgement and distribution of awards to the 2021 Kissimmee Festival of Lights Parade winners.

Explanation

The City of Kissimmee celebrated its annual Kissimmee Festival of Lights Parade on Saturday December 11, 2021. This parade kicks off the holiday season and encourages positive economic flow to our valued downtown merchants. It provides festive and affordable entertainment to thousands of residents and visitors in beautiful downtown Kissimmee. The 45 entry procession led by the Grand Marshal, Ms. Ashley Carino, 2021 Miss Florida and 2nd Runner-up to Miss USA, traveled through the historic streets of Downtown Kissimmee and concluded at the Monument of States.

Parade winners were selected by a panel of judges. The results are as follows:

<u>AWARD TITLE</u>	<u>WINNER</u>
Best Original	Terry's Electric
Best Lights and Effects (2)	Kissimmee Utility Authority, Osceola County Sheriff's Office
Best Theme	Terry's Electric
Best Organization	Kissimmee Utility Authority
Best Quality	Kissimmee Utility Authority
Best Interaction	American Legion Riders - Chapter 10
Best Overall	Kissimmee Utility Authority

Department: Parks & Recreation

Presenter: Matt Libby

Attachment(s):

None

ITEM 3.C

RECOGNITION OF THE BOB MAKINSON AQUATIC CENTER TEAM FOR ACHIEVING THE 2021 PLATINUM INTERNATIONAL AQUATIC SAFETY AWARD

Request

City Commission recognition of Bob Makinson Aquatic Center Team for achieving the 2021 Platinum International Aquatic Safety Award.

Explanation

The Bob Makinson Aquatic Center is categorized as a water park in the Aquatic Industry due to its amenities such as the water slide and water playground. The City contracts with Ellis and Associates, Inc., an external agency, to perform safety audits and inspections throughout the operating season. The audits are unannounced and conducted without the knowledge of the lifeguards and often include actors or mannequins to be as "real life" as possible.

Since opening over 25 years ago, the team at the Bob Makinson Aquatic Center has performed well and achieved various awards and recognitions. This is a team made up by and led by young professionals. Lifeguards range from 16-22 years of age. These are the individuals entrusted with life-saving skills to customers that visit the facility. They are also considered first responders to any emergency situation that occurs within the facility. The City's lifeguards and employees are proud, knowledgeable, prepared and professional.

In 2021, several audits were conducted throughout the year. In November 2021, the City was notified by Ellis and Associates, Inc. that the lifeguard team at the Bob Makinson Aquatic Center achieved the "2021 Platinum International Aquatic Safety Award," for consistently "exceeding" criteria for aquatic certification.

International Safety Awards are presented only to Ellis and Associates' most elite clients. Presented at three levels - Silver, Gold and Platinum - only 10% of clients in the world receive a Platinum International Aquatic Safety Award each year.

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

None

ITEM 3.D

PROCLAMATION - AFRICAN AMERICAN HISTORY MONTH 2022

Request

The request is for the City Commission to present a Proclamation in honor of "African American History Month".

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-African American History.2022

Proclamation



AFRICAN AMERICAN HISTORY MONTH

WHEREAS, during National African American History Month, we recognize our champions of justice and the sacrifices they made to bring us to this point; and

WHEREAS, we honor the contributions of African Americans since our country's beginning and continue to strive toward the day when a person is judged only by the content of their character; and

WHEREAS, from the Revolutionary War through the abolitionist movement, to marches from Selma to Montgomery, and across America today, African Americans have remained devoted to the proposition that all men are created equal; and

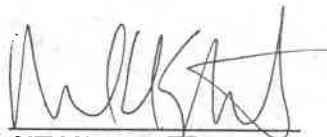
WHEREAS, as we rejoice in the victories won by men and women throughout history, who believed in a fair and just America, we hold fast to our successes that have been driven by bold individuals who were willing to speak out and change the status quo; and

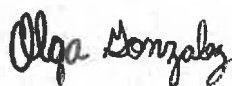
WHEREAS, as we reflect on the sacrifices and contributions made by generations of African Americans, let us resolve to continue our march towards a day when every person knows the unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS, we also not forget those who made the ultimate sacrifice so that we could make our voices heard.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim February 2022 as **"AFRICAN AMERICAN HISTORY MONTH"** and call upon all citizens to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS, THEREOF, this is signed this 1st day of February 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 4.A

PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE 22-05 AMENDING SECTION 42-19: VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS, AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of First Reading of Proposed Ordinance 22-05 to enable parking by permit.

Explanation

Staff requests amendments to Section 42-19 in order to allow parking by permit. This would enable the City to develop policies at a later date to further define the eligibility for parking by permit and the authorized uses of such permits.

These code changes are intended to allow for a policy to be created, subject to City Commission approval, to address the problem experienced by downtown residents living in units that are either not proximate to long-term public parking facilities or do not have private parking available. Such permits would allow for longer term parking in limited designated surface spaces and within the garages downtown.

These amendments to the code would also allow for other future parking by permit programs that the Commission may wish to implement as needed.

Recommendation

Staff recommends approval of the First Reading.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. Amendment to Parking Ordinance 2022_Mark Up
2. Prop Ord 22-05 Traffic Vehicles Parking (Gazette 01-27-2022)

PROPOSED ORDINANCE NO. 22-05
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA IN LAWFUL SESSION ASSEMBLED AS FOLLOWS:

SECTION 1. Section 42-19, of the Code of Ordinances of the City of Kissimmee, Florida, titled, “Vehicle Regulations Affecting Parking In City” is hereby amended to read as follows:

(A) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(1) Park a vehicle:

- (a) In a disabled permit parking space without the proper permit;
- (b) In an access aisle designated for use by persons who have disabled parking permits;
- (c) In a fire lane;
- (d) Within 15 feet of a fire hydrant;
- (e) On a yellow or red curb;
- (f) In a parking space where an official sign requires parking by permit without the proper permit;
- (g) Within an area designated as a loading zone by an official sign;
- (h) In a parking space longer than the time limit fixed for such parking space by an official sign except according to the terms of a proper permit;

- (i) Outside of, alongside of, or adjacent to any marked parking space unless the parked vehicle is within the lines defined;
- (j) At any place where an official sign prohibits parking;
- (k) On any part of a sidewalk;
- (l) On any part of a crosswalk;
- (m) Within 15 feet of a dumpster;
- (n) In front of a public or private driveway;
- (o) Within a roadway, street or alley so as to obstruct the free passage of other vehicles or on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (p) Parallel along a roadway, street or alley against the direction of authorized traffic movement;
- (q) Within an intersection; or
- (r) Without a valid license plate affixed to the vehicle in a residential district.

SECTION 2. All Ordinances in conflict herewith are hereby repealed.

SECTION 3. The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 6. This Ordinance shall take effect immediately upon its passage.

Commissioner _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner _____ and upon roll call on the motion the vote was as follows:

AYES:

NAYS:

Said motion having been duly carried, thereupon, _____, declared said Ordinance duly passed and adopted this _____ day of _____, 2022.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 1, 2022, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 15, 2022, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 22-05

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-19, VEHICLE REGULATIONS AFFECTING PARKING IN THE CITY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

IN ACCORDANCE WITH FLORIDA STATUTE 286.0105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the January 18, 2022, Commission Minutes.

Explanation

Minutes of the Commission meeting held on January 18, 2022 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Commission Minutes - January 18 2022



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, JANUARY 18, 2022, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk Linda Hansell

Members Absent: Mayor-Commissioner Olga Gonzalez, Assistant City Manager Austin Blake

Vice-Mayor Ortiz called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Fisher led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A EMPLOYEE OF THE MONTH FOR JANUARY

That the City Commission join the City Manager in recognizing Anthony Kelber, Public Works & Engineering, as January's Employee of the Month.

City Manager Steigerwald introduced Anthony "Tony" Kelber of the Public Works Department. He has been with the City for almost 10-years and is a Senior Marking Technician. He has been praised for his can-do attitude, professionalism, and always doing his best. The City Manager reminded the public that the Employee of the Month is chosen by a committee of peers, and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Fisher made a motion to approve the Consent Agenda in its entirety. Commissioner Castano seconded the motion.

Motion carried 4 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the December 7, 2021 and December 21, 2021 Commission Minutes.

7.B AWARD OF BID (RFQ2021-001) FOR CITYWIDE MULTIPLE MECHANICAL, ELECTRICAL, AND PLUMBING CONTINUING SERVICES

Approval to award continuing services for Citywide mechanical, electrical, and plumbing services to the top five (5) contractors that provided a responsive bid to the request for qualifications.

7.C RESCUE UNIT 112 RE-CHASSIS 2022

Approval to purchase a Freightliner M2 106 Chassis through Excellance, Inc. for the re-chassis and refurbishment of FD117 (Rescue 112) as well as approval to transfer \$15,000 from the Fire Department's Vehicle Maintenance account to Sales Tax Fund project ST2206 to cover cost increases.

7.D PURCHASE OF SIX (6) EXHAUST PROTECTION SYSTEMS

Approval to purchase six (6) No Smoke Direct Source Capture Exhaust Protection Systems from Ward Diesel Filter Systems.

7.E TRADE-IN OF 14 HIGH PRESSURE AIR LIFT BAGS FOR CREDIT TOWARDS NEW AIR LIFT BAGS

Approval to trade in 14 high pressure air lift bags to Team Equipment, Inc. These bags will be expiring shortly and will no longer be usable by the Department. In exchange, we will receive an additional 5% discount on the purchase of new air lift bags.

7.F CONSENT TO SUB-LEASE BETWEEN SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC AND VERIJET, INC.

Request City Commission approval of Consent to Sub-Lease between Sandpiper Florida Real Estate Holdings, LLC and VeriJet, Inc.

7.G TRANSFER FUNDS FROM RESERVES FOR CARDIAC MONITOR PROJECT

The Fire Department is requesting \$121,125 be transferred from Reserves to Project FD2243 to make the first payment for 12 Cardiac Monitors which have already been received and are currently in use.

7.H PURCHASE OF FULLY AUTOMATED GARBAGE TRUCKS FOR RESIDENTIAL SERVICES

Approval to purchase three (3) fully automated garbage trucks from Kenworth of Central Florida for residential services.

7.I RECLASSIFICATION OF POSITION TO DEPUTY CITY CLERK

Request Commission approval to reclassify a Records Specialist to Deputy City Clerk

7.J INTERLOCAL WITH OSCEOLA COUNTY FOR OPIOID LITIGATION SETTLEMENT FUNDING

Approval of Interlocal Agreement in concept with Osceola County for Opioid Litigation Settlement Funding participation, authorizing the City Manager, or his designee, to execute the Interlocal Agreement, once finalized, and any documentation that may be necessary for the City to receive funding which may become available from the County, and approval for staff to allocate such funding for programs that are enumerated as approved uses for the funding in the Interlocal Agreement and MOU.

8. DISCUSSION ITEMS**8.A ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD**

The Commission is requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

City Manager Steigerwald explained the vacancy which is assigned to Seat # 1, Commissioner Castano.

Commissioner Castano made a motion to appoint Seewdat "David" Anderson to the Parks and Recreation Advisory Board. Commissioner Fisher seconded the motion.

AYE: Commissioner Fisher, Commissioner Felix Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 4 – 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald reminded the Commission of the Retreat [Annual Strategic Planning Session] being held on Friday, January 21, 2022 at 8:30 a.m. in the Commission Chambers.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Commissioner Castano wished everyone a happy new year and invited everyone to work together for the good of our community.

COMMISSIONER ALVAREZ

Commissioner Alvarez wished everyone a happy new year and reminded all to think about their neighbors and family.

COMMISSIONER FISHER

Commissioner Fisher wished everyone a happy new year and commented on the great celebration for Dr. Martin Luther King Jr. Unity Celebration at the Lakefront.

VICE-MAYOR ORTIZ

Vice-Mayor Ortiz wished everyone a positive and safe 2022.

MAYOR GONZALEZ

Absent.

10. ADJOURNMENT

There being no further business to come before the Commission, Vice-Mayor Ortiz adjourned the meeting at 6:07 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

AUTHORIZATION TO SUBMIT APPLICATION FOR 2022-23 VOCA GRANT

Request

The Police Department requests authorization to submit an application to the Office of the Attorney General for the Victim of Crimes Act (VOCA) grant for fiscal year 2022-2023.

Explanation

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. The Police Department has received this grant for several years.

The funding cycle for the VOCA grant funds under this notice is October 1, 2022, through September 30, 2023.

Recommendation

Staff recommends approval for the Police Department to submit the required application for the 2022-23 VOCA grant to the Office of the Attorney General.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. VOCA Grant Funds Notice of Availability 2022-2023



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services and Criminal Justice
Programs

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-3013
<http://www.myfloridalegal.com>

December 2021

NOTICE OF AVAILABILITY
VOCA Grant Funds

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

- 1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- 2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- 3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- 4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2022, through September 30, 2023.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review.

The VOCA application may be accessed using the Office of the Attorney General's online system EGrants, which can be accessed through <https://egrantsigx.myfloridalegal.com/> on January 3, 2022. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

Technical assistance webinar trainings on VOCA application completion are scheduled. It is strongly encouraged that agency staff who will be completing the grant application in the EGrants system register for and participate in one of the training sessions, provided on the following dates. All three training sessions will provide the same information on application completion. To participate in a training session, you must use the link included with the selected date.

January 6, 2022

10:00 am to 12:00 pm EST

Registration link: <https://attendee.gotowebinar.com/register/6892459482592906766>

January 12, 2022

1:00 pm to 3:00 pm EST

Registration link: <https://attendee.gotowebinar.com/register/8549833623488643595>

January 21, 2022

10:00 am to 12:00 pm EST

Registration link: <https://attendee.gotowebinar.com/register/7509330585752147728>

The deadline for applying for a VOCA grant under this notice is **no later than 5:00 p.m.** Eastern Standard Time on **Friday, February 11, 2022**. Applicant agencies are encouraged to submit the completed application as soon as possible prior to the deadline. **Mailed, faxed, or hand delivered applications or required documentation will not be accepted.**

ITEM 7.C

CONVEYANCE OF A PARTIAL DRAINAGE EASEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SUNRAIL DOUBLE TRACKING IMPROVEMENT PROJECT

Request

Approval to assign partial drainage rights for drainage purposes and to convey a drainage easement over property owned by the City of Kissimmee to the Florida Department of Transportation (FDOT).

Explanation

The Florida Department of Transportation (FDOT) has plans to replace two (2) approximately 60-year-old culverts under a single mainline track used by SunRail, CSX, and Amtrak within the southern segment of the Central Florida Rail Corridor (CFRC) for the East City Canal in the City of Kissimmee.

The railroad right of way (ROW) is 50 feet wide at this location. The proposed replacement culverts are expected to be two (2) 46-foot long, 8 foot by 10-foot parallel concrete box culverts that will accommodate a future second mainline track. Angled wingwalls to direct the water flow in and out of these culverts will extend for approximately 12 feet beyond the 50-foot existing railroad ROW on both sides. FDOT has an anticipated schedule to build the second mainline track in 2023/2024.

Based upon design improvements, there is a need for a partial drainage easement over City property for maintenance purposes. FDOT will be responsible for maintaining the portions of the new culvert (wingwalls) built in the easement area.

Recommendation

Approval to convey a drainage easement over property owned by the City of Kissimmee to FDOT and any subsequent agreement between the City and FDOT related to said improvements.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. MOA with COK and FDOT- Final
2. Proposed Easement Memo from FDOT
3. Supplemental Documentation- Existing Easements
4. Exhibit B -Perpetual Easement (Par 802)
5. Exhibit A -Partial Easement (Par 803)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (Agreement) is made and entered into by and between the City of Kissimmee, a Florida municipal corporation, (herein “Kissimmee”), and the State of Florida, Department of Transportation, (herein “Department”).

WHEREAS, it is the mutual best interest of Kissimmee and the Department to cooperate and to accommodate certain drainage flows and drainage facility improvements; and

WHEREAS, Kissimmee is willing to partially assign drainage rights to the Department for drainage purposes and to convey to the Department a drainage easement over property owned in fee by Kissimmee.

NOW, THEREFORE, based on the foregoing and other considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the Parties as part of this Agreement as if fully set forth herein.

2. **Conveyance of Easement Interests.** Kissimmee and the Department agree that Kissimmee will partially assign some right, title, and interest in the drainage easement recorded in ORB 407, PG 688, Public Records of Osceola County, Florida and further consents to the Department use of that certain dedicated ditch right of way established through the plat dedication of Iglesia Pentacostal: Roca de Salvacion, Plat Book 15, Page 162, Public Records of Osceola County, Florida. Further, Kissimmee will convey a drainage easement interest to certain lands (described hereinbelow) for the use and benefit of the Department.

3. **Form of Assignment and Conveyance.** The form of Partial Assignment and the legal description of the area of assignment is attached hereto as Exhibit A. The form of the conveyance of the easement interest and the legal description for the easement area is attached

hereto as Exhibit B.

4. **Use of the Easement Areas.** The use of the easement areas is as described in the instruments attached hereto as Exhibits A and B, which includes the right to access the property described therein and for the purposes of replacing the existing culverts, constructing, operating, and maintaining a replacement, permanent concrete culvert and wing walls, together with all other drainage features, outfalls, drainage ditches, drains, with all such fills, cuts, drains, ditches, or other incidents which the Department deems necessary or convenient.

5. **Governing Law/Binding Effect.** This Agreement shall be interpreted and governed by Florida law. Each of the Parties hereto warrants and represents that this Agreement is valid, binding, and enforceable against them in accordance with the terms and conditions of Florida

6. **Effective Date.** This Agreement shall become effective upon the date of execution by all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth herein below.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**The City of Kissimmee, a Florida municipal
corporation**

By: _____

Name:

Title:

Date:

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by _____ as _____ of the City of
Kissimmee, ☐ is personally known to me, or who ☐ produced
_____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: C. Jack Adkins,

Title: Interim Director of Transportation
Development, FDOT District 5

Date:

Reviewed:

Assistant General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by C. Jack Adkins as Interim Director of Transportation Development, District Five, Florida Department of Transportation, ☐ is personally known to me, or who ☐ produced _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

List of Exhibits

Exhibit A	Partial Assignment of Easement (Parcel 803)
Exhibit B	Perpetual Easement (Parcel 802)

MEMORANDUM

Date: January 5, 2022
Re: Proposed Easement from City of Kissimmee for East City Canal
Central Florida Rail Corridor (CFRC) MP 806.9 near Kissimmee, FL

The purpose of this memo is to provide information related to the Florida Department of Transportation (Department) request for a 30-foot easement from the City of Kissimmee for property adjacent to the East City Canal on both sides of the Department's Central Florida Rail Corridor (CFRC) existing railroad right of way (ROW).

Background:

The FDOT is proposing to replace two approximately 60-year-old culverts under a single mainline track used by SunRail, CSX and Amtrak within the southern segment of the CFRC for the East City Canal at CFRC MP 806.9 in the City of Kissimmee (Figure 1 and 2). The Department ROW is 50 feet wide at this location.



Figure 1 - Looking west at east side of culverts.

The existing southern culvert is a concrete arch with an open bottom that has a 10-foot span and an 8.3-foot rise and is 24-foot long. The northern culvert is an elliptical corrugated metal pipe (CMP) and is approximately 40 feet in length.

The proposed replacement culverts are expected to be two 46-foot long, 8 foot by 10-foot parallel concrete box culverts that will accommodate a future 2nd mainline track. Angled wingwalls to direct the water flow in and out of these culverts will extend for approximately 12 feet beyond the 50-foot Department railroad ROW on both sides. The Department is scheduled to build the 2nd mainline track in 2023/2024.



Figure 2 - Looking east at west end of the culverts.

This culvert replacement project requires a temporary track diversion (Figure 3) to be built along the east side of the Department ROW in advance of replacing the culverts to maintain train operations through this area of the CFRC. The track diversion requires construction of a 104-foot-long temporary steel trestle bridge over the east end of the existing culverts (Figure 1) to maintain water flow during the culvert replacement.

The Department will be responsible for maintaining the portions of the new culvert (wingwalls) built on the easement.

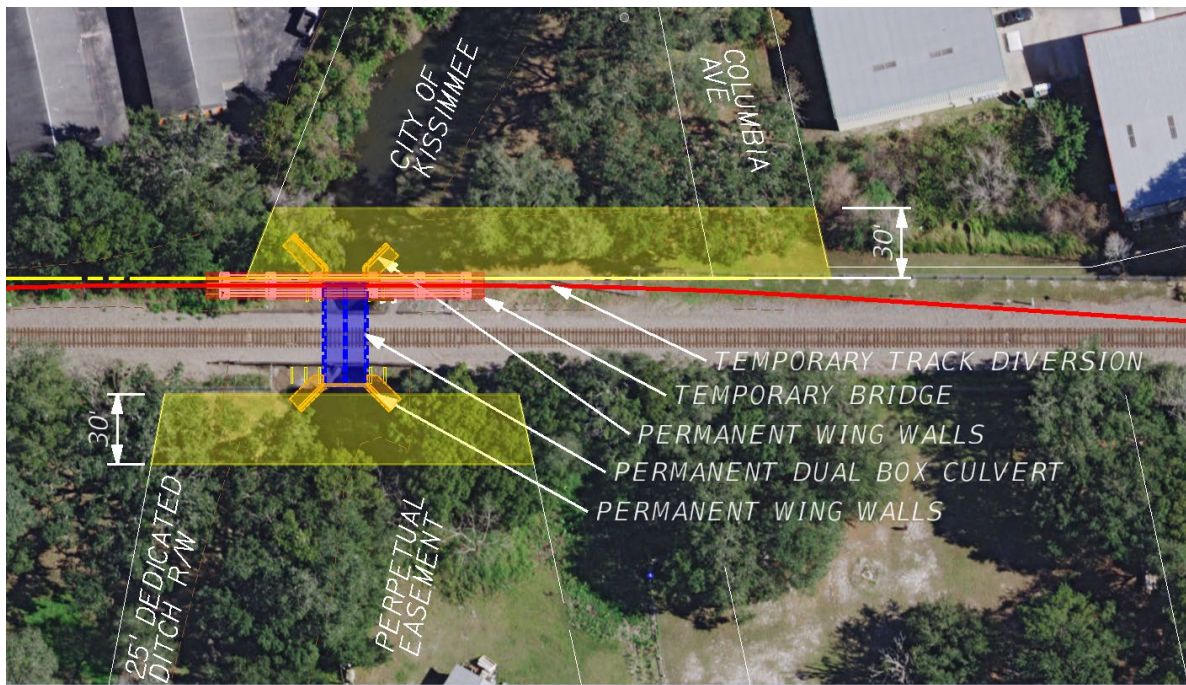
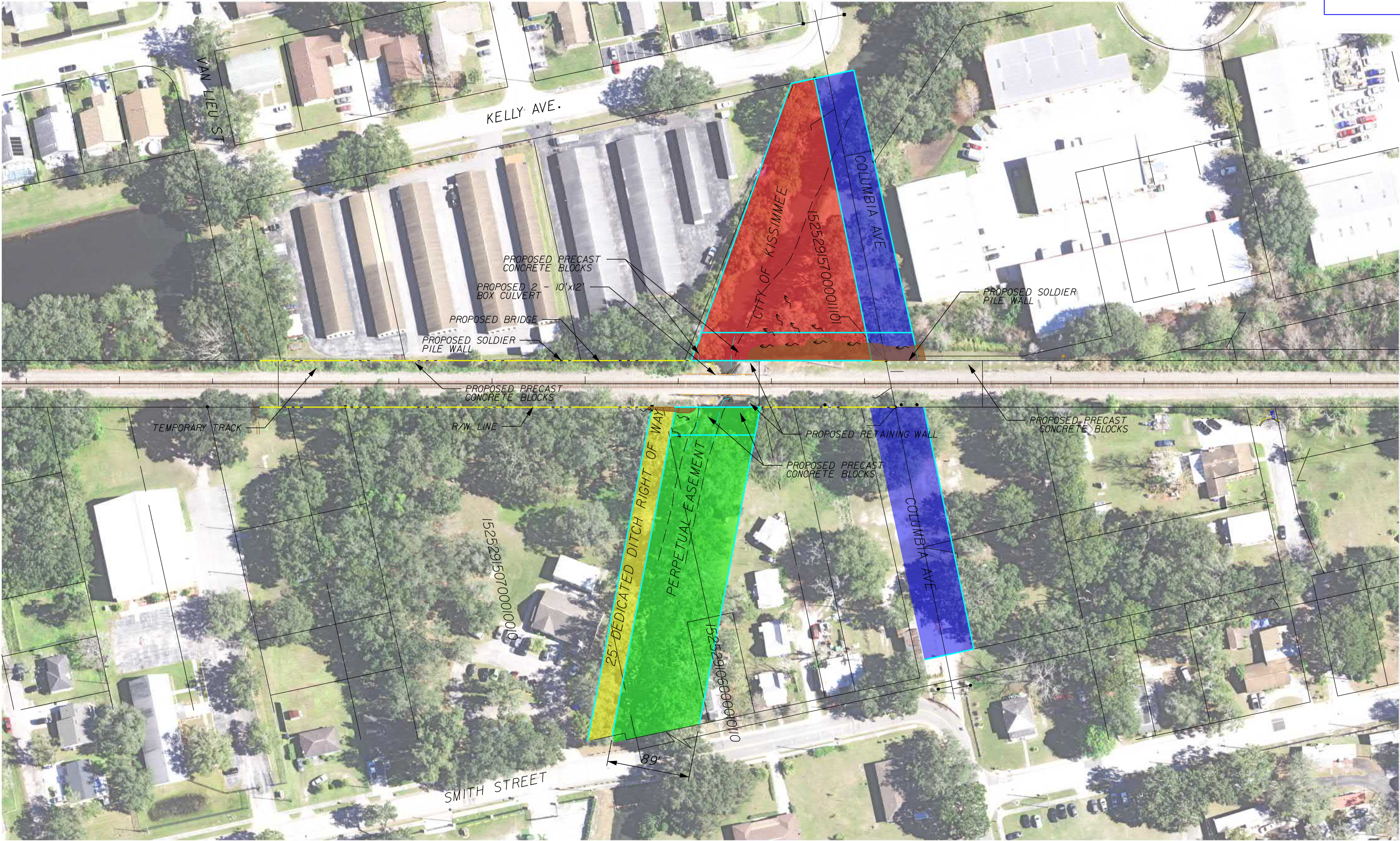


Figure 3 – Aerial showing track diversion and culvert replacement.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TRANSPORTATION
AECOM TECHNICAL SERVICES, Inc.
150 North Orange Avenue, Suite 200
Orlando, FL 32801
T 407.422.0353
Certificate of Authorization No. 8115

www.aecom.com

MartinC2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
MP 806.9	.	

CENTRAL FLORIDA RAIL CORRIDOR (CFRC)

MP 806.9 PARCEL

EXHIBIT

SHEET NO.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

07-PE13-09/01

October 6, 2021

This instrument prepared by

Suzette Hicks

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 802

SECTION 92000

F.P. NO. 423446 9/412994 2

STATE ROAD SUNRAIL/CRT

COUNTY Osceola

PERPETUAL EASEMENT

THIS EASEMENT made this _____ day of _____, _____, by the CITY OF KISSIMMEE, a municipality of the State of Florida, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of clearing, excavating, constructing, operating, and maintaining outfall and drainage ditches and drains, with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith, in, over, under, upon and through the following described land in Osceola County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

PARCEL NO. 802
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 2

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

THE CITY OF KISSIMMEE

By: _____

Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____

Its City Clerk

SIGNATURE LINE
PRINT/TYPE NAME: _____

ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 802
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 3

EXHIBIT "A"

PARCEL NO. 802A
PERMANENT DRAINAGE AND FILL EASEMENT

Section 75000 AND 92000
F.P. 412994-2

That portion of:

"That part of Lot 110, Kissimmee Heights, lying southwesterly of a line which commences 25' North of the Southeast corner of said Lot 110 and extends North 56°28' West 316.7 feet to the East right of way line of the Atlantic Coast Line Railroad. As recorded in the Osceola County Courthouse, Plat Book 1, Page 40"

Being the lands described in Official Records Book 765, Page 153 of the Public Records of Osceola County, Florida.

Described as follows:

Commence at a railroad spike in a well box marking the Northeast corner of the Southeast quarter of Section 15, Township 25 South, Range 29 East, Osceola County, Florida; thence run North 89°22'17" West along the North line of said Southeast quarter of Section 15, a distance of 2022.69 feet to a point on the Easterly Right of Way line of the Central Florida Commuter Rail Transit (CFCRT) Railroad, as described in Deed Book 24, Page 153 of the Public Records of Orange County, Florida; thence departing said North line, run South 12°20'51" West along said Easterly Right of Way line, being 25.00 feet Easterly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 1128.07 feet to a point on the North line of lands described in Official Records Book 765, Page 153 of the Public Records of Osceola County, Florida for the POINT OF BEGINNING; thence departing said Easterly Right of Way line, run South 57°43'47" East along said North line, a distance of 31.91 feet; thence departing said North line, run South 12°20'51" West, along a line being 55.00 feet Easterly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 176.84 feet to a point on the South line of Lot 110 as shown on Kissimmee Heights, according to the plat thereof as recorded in Plat Book 1, Page 40 of the Public Records of Osceola County, Florida; thence departing said parallel line, run North 89°06'55" West along said South line, a distance of 30.61 feet to a point on aforesaid Easterly Right of Way line of the CFCRT Railroad; thence departing said South line, run North 12°20'51" East along said Easterly Right of Way line, being 25.00 feet Easterly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 193.80 feet to the POINT OF BEGINNING.

Containing 5560 square feet, more or less.

PARCEL NO. 802
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 4

AND

PARCEL NO. 802B
PERMANENT DRAINAGE AND FILL EASEMENT

Section 75000 AND 92000
F.P. 412994-2

That portion of:

The existing Right of Way of Columbia Avenue, a varied width Right of Way as shown on Kissimmee Heights, according to the plat thereof as recorded in Plat Book 1, Page 40 and as shown on Kelley Industrial Center, according to the plat thereof as recorded in Plat Book 8, Page 165, all of the Public Records of Osceola County, Florida.

Described as follows:

Commence at a railroad spike in a well box marking the Northeast corner of the Southeast quarter of Section 15, Township 25 South, Range 29 East, Osceola County, Florida; thence run North 89°22'17" West along the North line of said Southeast quarter of Section 15, a distance of 2022.69 feet to a point on the Easterly Right of Way line of the Central Florida Commuter Rail Transit (CFCRT) Railroad, as described in Deed Book 24, Page 153 of the Public Records of Orange County, Florida; thence departing said North line, run South 12°20'51" West along said Easterly Right of Way line, being 25.00 feet Easterly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 1321.87 feet to a point on the South line of Lot 110 as shown on Kissimmee Heights, according to the plat thereof as recorded in Plat Book 1, Page 40 of the Public Records of Osceola County, Florida for the POINT OF BEGINNING; thence departing said Easterly Right of Way line, run South 89°06'55" East along said South line, a distance of 30.61 feet; thence departing said South line, run South 12°20'51" West, along a line being 55.00 feet Easterly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 49.74 feet to a point on the North line of Lot 1 as shown on Kelley Industrial Center according to the plat thereof as recorded in Plat Book 8, Page 165 of the Public Records of Osceola County, Florida; thence departing said parallel line, run South 89°46'11" West, along said North line, a distance of 26.01 feet to a point on the West line of said Lot 1; thence departing the North line of said Lot 1 and the West line of said Lot 1, continue South 89°46'11" West along the Westerly extension of the North line of said Lot 1, a distance of 4.73 feet to a point on the Easterly Right of Way line of the CFCRT Railroad as described in Map Book 5, Page 509 of the Public Records of Orange County, Florida; thence departing said Westerly extension, run North 12°20'51" East along said Easterly Right of Way line, being 25.00 feet Easterly of and parallel with the centerline of the

PARCEL NO. 802
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 5

CFCRT Railroad Right of Way, a distance of 35.04 feet to a point aforesaid Easterly Right of Way line of the CFCRT Railroad as described Deed Book 24, Page 153; thence continue North 12°20'51" East along said Easterly Right of Way line, being 25.00 feet Easterly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 15.31 feet to the POINT OF BEGINNING.

Containing 1501 square feet, more or less.

October 6, 2021
This instrument prepared by
Suzette Hicks
Under the direction of
DANIEL L. McDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 803
SECTION 92000
F.P. NO. 423446 9/412994 2
STATE ROAD SUNRAIL/CRT
COUNTY OSCEOLA

PARTIAL ASSIGNMENT OF EASEMENT

THIS PARTIAL ASSIGNMENT OF EASEMENT made this ____ day of _____, _____, by CITY OF KISSIMMEE, a municipality of the State of Florida, hereinafter called Assignor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, hereinafter called Assignee.

ASSIGNOR has agreed to partially assign to Assignee some right, title and interest in and to that certain Drainage Easement recorded in Official Records Book 407, page 688, Public Records of Osceola County, Florida, and to acknowledge and consent to Assignee's use of drainage through the dedicated Ditch Right of Way set forth in that certain Plat, IGLESIA PENTACOSTAL: ROCA de SALVACION, in Plat Book 15, page 162, and described in Exhibit A, attached hereto, which lands are a portion of the lands included in the aforementioned documents.

WHEREAS, Assignor and Assignee hereby to enter into this partial assignment to affect such partial assignment and to provide notice to third parties of same by recording this Partial Assignment in the Public Records of Osceola County, Florida.

THIS Partial Assignment is intended to provide Grantee with Perpetual Drainage Rights on, over, in, and through the lands described herein.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

PARCEL NO. 803
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 2

IN WITNESS WHEREOF, the said Assignor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF KISSIMMEE, FLORIDA

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____

Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____

Its City Clerk
ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission expires: _____
Serial No., if any: _____

PARCEL NO. 803
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 3

EXHIBIT A

PARCEL NO. 803A
PERMANENT DRAINAGE AND FILL EASEMENT

Section 75000 AND 92000
F.P. 412994-2

That portion of:

"Lots 8 through 12, Robert Bass Second Addition to Kissimmee City, Section 15, Township 25 South, Range 29 East, according to the plat thereof recorded in Plat Book "A", Page 45 of the Public Records of Osceola County, Florida; less the North 50 feet of the West 111.5 feet of Lot 11; less the South 80.0 feet of Lot 12. Less Easement."

Being the lands described in Official Records Book 3927, Page 325, also being a portion of the Drainage Easement described in Official Records Book 407, Page 688, all of the Public Records of Osceola County, Florida.

Described as follows:

Commence at a Parker-Kalon nail and disk stamped "LB 2856" marking the Southwest corner of the Southwest quarter of Section 15, Township 25 South, Range 29 East, Osceola County, Florida; thence run South 89°24'34" East along the South line of said Southwest quarter of Section 15, a distance of 2656.71 feet to the Southwest corner of the Southeast quarter of said Section 15; thence run South 89°23'23" East along the South line of said Southeast quarter of Section 15, a distance of 8.85 feet to a point on the Westerly Right of Way line of the Central Florida Commuter Rail Transit (CFCRT) Railroad, as described in Map Book 5, Page 509 of the Public Records of Orange County, Florida; thence departing said South line, run North 12°20'51" East along said Westerly Right of Way line, being 25.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 1354.51 feet to a point on the Westerly Right of Way line of the CFCRT Railroad, as described in Deed Book 24, Page 153 of the Public Records of Orange County, Florida; thence continue North 12°20'51" East along said Westerly Right of Way line, being 25.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 144.73 feet to a point on the Southerly line of a Drainage Easement as recorded in Official Records Book 407, Page 688 of the Public Records of Osceola County, Florida; thence departing said Westerly Right of Way line, run North 65°42'25" West along said Southerly line, a distance of 30.66 feet; thence departing said Southerly line, run North 12°20'51" East, along a line being 55.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 91.07 feet to a point on the Northerly line of said Drainage Easement as recorded in Official records Book 407, Page 688; thence departing said parallel line, run

PARCEL NO. 803
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 4

South 65°43'02" East along said Northerly line, a distance of 30.66 feet to a point on aforesaid Westerly Right of Way line of the CFCRT Railroad; thence departing said Northerly line, run South 12°20'51" West along said Westerly Right of Way line, being 25.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 91.08 feet to the POINT OF BEGINNING.

Containing 2732 square feet, more or less.

AND

PARCEL NO. 803B	Section 75000 AND 92000
PERMANENT ACCESS, DRAINAGE AND FILL EASEMENT	F.P. 412994-2

The 25 feet wide Ditch Right of Way as shown on Iglesia Pentacostal: Roca de Salvacion according to the plat thereof as recorded in Plat Book 15, Page 162 of the Public Records of Osceola County, Florida.

Described as follows:

Commence at a Parker-Kalon nail and disk stamped "LB 2856" marking the Southwest corner of the Southwest quarter of Section 15, Township 25 South, Range 29 East, Osceola County, Florida; thence run South 89°24'34" East along the South line of said Southwest quarter of Section 15, a distance of 2656.71 feet to the Southwest corner of the Southeast quarter of said Section 15; thence run South 89°23'23" East along the South line of said Southeast quarter of Section 15, a distance of 8.85 feet to a point on the Westerly Right of Way line of the Central Florida Commuter Rail Transit (CFCRT) Railroad, as described in Map Book 5, Page 509 of the Public Records of Orange County, Florida; thence departing said South line, run North 12°20'51" East along said Westerly Right of Way line, being 25.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 1354.51 feet to a point on the Westerly Right of Way line of the CFCRT Railroad, as described in Deed Book 24, Page 153 of the Public Records of Orange County, Florida; thence continue North 12°20'51" East along said Westerly Right of Way line, being 25.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 235.81 feet to a point on the Southerly line of the 25 feet wide Ditch Right of Way as shown on Iglesia Pentacostal: Roca de Salvacion according to the plat thereof as recorded in Plat Book 15, Page 162 of the Public Records of Osceola County, Florida for the POINT OF BEGINNING; thence departing said Westerly Right of Way line, run North 65°43'02" West along said Southerly line, a distance of 356.51 feet to a point on the Easterly Right of Way line of Smith Street, a 50.00 feet wide Right of Way as shown on said Iglesia Pentacostal: Roca de Salvacion;

PARCEL NO. 803
SECTION 92000
F.P. NO. 423446 9/412994 2
PAGE 5

thence departing said Southerly line, run North 00°12'34" West along said Easterly line, a distance of 27.47 feet to a point on the Northerly line of aforesaid 25 feet wide Ditch Right of Way; thence departing said Easterly line, run South 65°43'02" East along said Northerly line, a distance of 362.61 feet to a point on aforesaid Westerly Right of Way line of the CFCRT Railroad, as described in Deed Book 24, Page 153; thence departing said Northerly line, run South 12°20'51" West along said Westerly Right of Way line, being 25.00 feet Westerly of and parallel with the centerline of the CFCRT Railroad Right of Way, a distance of 25.55 feet to the POINT OF BEGINNING.

Containing 8989 square feet, more or less.

ITEM 7.D

AMENDMENT TO TASK WORK ORDER NO. 4 WITH RS&H, INC FOR THE WOODSIDE DRAINAGE IMPROVEMENT PROJECT

Request

Approval to amend Task Work Order No. 4 with RS&H, Inc by \$64,560.34 to provide additional design services for the Woodside Drainage Improvement project.

Explanation

On November 17, 2020, the City Commission approved Amendment No. 3 to Task Work Order No. 3 to increase the design cost by \$129,888.28 in order to address additional flooding issues found to be caused by an undersized/failing local storm sewer system and high water-level stages downstream.

This project intends to relieve localized flooding within the apartment community by increasing storm sewer system capacity on-site and downstream from the present Herron ditch to Shingle Creek.

Subsequently, during the design phase of this project, additional unforeseen issues were discovered impacting the design schedule and cost to complete this project. The Federal Aviation Administration requires an Obstruction Evaluation/Airport Airspace Analysis permit, as well as phasing coordination and a redesign of the storm drain along the airport to limit construction activities near the medium-intensity approach lighting system. Also required, is a redesign of the storm drain along Dyer Boulevard as a result of utility conflicts.

Amendment No. 4 to Task Work Order No 4 will increase the current contract by \$64,560.34.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206 506393	SW1609	Decrease	\$237,652.81	\$64,560.34

Financial Summary:

Adequate funds are available in the Stormwater Utility Fund to cover the cost of this additional work.

Recommendation

Staff recommends approval to amend Task Work Order No. 4 with RS&H, Inc by \$64,560.34 to provide additional design services for the Woodside Drainage Improvement project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. RSH Woodside Work Order SA 4 - executed_Signed_ALW_NGM (Removed Active Signature)
2. Kissimmee Woodside SA 4



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 4

Purchase Order #:
18-001803

DATE: January 12, 2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to RS&H, Inc. with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Provide additional design and plans production services identified in Attachments A and B, Scope of Services and Fee Estimate, respectively, to address the persistent structural flooding within Mirador at Woodside Apartments. These additional services will complete the final design for Project Phase 2, which is from west of Heron Ditch to approximately 700 feet from Shingle Creek.

FORM OF COMPLETED DELIVERABLES:

1. Plans – 5 sets of 11" x 17" prints and CAD files
2. Construction documents

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$562,860.98 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 90 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Additional scope of services described in Attachment A	\$ 64,560.34
2)	
3)	
	\$ 64,560.34
Contract Dollars:	\$ 498,300.64
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$ 64,560.34
CONTRACT TOTAL DOLLARS:	\$ 562,860.98

Accepted By: Renato J. Gonzalez
(Signature)

Renato J. Gonzalez, PE

Title/Position: Vice President

City Engineer: Ashley L. Willis
City Engineer (Signature)
Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, o=Public Works & Engineering, ou=Engineering,
email=awillis@kissimmee.org, c=US
Date: 2022.01.19 09:22:51 -05'00'

Approved By: _____
Director, PW&E (Signature)

Approved as to Form and Legality:

City Attorney (Signature)

Requested By: Robert Tanaka Masiku
Digitally signed by Robert Tanaka Masiku
Date: 2022.01.14 08:15:36 -05'00'
(Signature)

Robert Masiku, Engineering Manager

Approved By: _____
City Manager (Signature)

Approved By: _____
Mayor (Signature)

City Commission Approval Date: _____
(If Required)

ATTACHMENT A

SUPPLEMENTAL AGREEMENT NO. 4 SCOPE OF SERVICES PROFESSIONAL DESIGN CONSULTANT SERVICES WOODSIDE DRAINAGE IMPROVEMENTS CITY OF KISSIMMEE

I. INTRODUCTION AND BACKGROUND

The Woodside Drainage Improvements project was developed due to persistent structural flooding within the Mirador at Woodside Apartments, formerly known as Woodside Apartments. The apartment homes are known to have experienced structural flooding of first floor residences during the hurricane seasons of 2004, 2009, and 2017. A 2009 drainage improvements memorandum produced for the City of Kissimmee shows the flooding to be caused by an undersized/failing local storm sewer system and high stages downstream. The project intends to relieve localized flooding within the apartment community by increasing storm sewer system capacity on-site and downstream. The apartments are located within the City of Kissimmee, Osceola County, in Section 20, Township 25 South, Range 25 East.

For the purposes of this agreement, the City of Kissimmee will be referred to as the City and RS&H, Inc. will be referred to as the Consultant. See Attachment B for the fee for these services.

II. GENERAL SCOPE OF SERVICES

Phased plans (60%, 90%, and Final) and Bid Set plans will be submitted suitable for reproduction at the 11" x 17" size in electronic AutoCAD and PDF formats. A comprehensive Drainage Report will be included with each submittal.

III. SPECIFIC SCOPE OF SERVICES

Drainage Design Services

a.) FAA – Obstruction Evaluation/Airport Airspace Analysis (OE/AAA)

Consultant shall coordinate with FAA and submit various forms, reports, and documents as required to construct proposed storm drains through Kissimmee Gateway Airport.

1. 7460-1

Consultant shall complete FAA form 7460-1 and coordinate with FAA as necessary to respond to comments regarding information contained within form 7460-1.

2. Construction Safety and Phasing Plan

Consultant shall prepare the Construction Safety and Phasing Plan (CSPP) required by FAA to construct proposed storm drains through the Kissimmee Gateway Airport. The CSPP will include a report/narrative and exhibits depicting where in relation to the runway the construction will take place, allowable heights of construction equipment, and material stockpiles and their locations.

3. Redesign of Storm Drains through Airport

Consultant shall revise the design of the proposed storm drains through the airport, so the limits of construction avoid the MALSR and airport lighting foundations. Storm drains will be located such that there will be minimal impacts to the existing MALSR lighting cables.

b.) Redesign of Proposed Storm Sewer at Dyer Boulevard

The consultant shall revise the design of the proposed storm sewer at Dyer Boulevard to accommodate existing utility facilities in the vicinity. Revised design will be documented in the drainage report (including ICPR model results). Plan, profile, and cross sections sheets will also be revised.

Deliverables

Consultant shall provide the following project deliverables:

- a.) Phased plans and drainage report (90%, 100%, and Final) in PDF format.
- b.) Digitally signed and sealed Bid Set Construction Plans.
- c.) All Final Submittal Deliverables.

Design Delivery Schedule

Consultant shall provide the project deliverables to the City in conformance with the project schedule. Consultant assumes FAA's initial review will take two months and will be followed by an RAI.

ATTACHMENT B

**SUPPLEMENTAL AGREEMENT NO. 4
FEE ESTIMATE
PROFESSIONAL DESIGN CONSULTANT SERVICES
WOODSIDE DRAINAGE IMPROVEMENTS
CITY OF KISSIMMEE**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Woodside Drainage Imp. SA #4
 County: Osceola
 FPN:
 FAP No.:

Consultant Name: RS&H, Inc.
 Consultant No.: 107-0090-000
 Date: 1/12/2022
 Estimator: KS/JG

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Officer	Project Manager	Project Engineer	Engineer Intern	Clerical	Env. Scientist	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$284.55	\$225.49	\$135.12	\$101.43	\$87.93	\$170.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	24	0	5	7	12	0	0	0	0	0	0	0	0	24	\$3,290	\$137.10
6a. Drainage Analysis	287	9	57	144	72	6	0	0	0	0	0	0	0	288	\$42,702	\$148.27
6b. Drainage Plans	55	0	11	17	28	0	0	0	0	0	0	0	0	56	\$7,617	\$136.03
7. Utilities	80	0	12	40	28	0	0	0	0	0	0	0	0	80	\$10,951	\$136.88
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	446	9	85	208	140	6	0	0	0	0	0	0	0	448		
Total Staff Cost		\$2,560.95	\$19,166.65	\$28,104.96	\$14,200.20	\$527.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$64,560.34	\$144.11

Check = \$64,560.34

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:					\$64,560.34
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
SUBTOTAL ESTIMATED FEE:					\$64,560.34
Subconsultant:	Johnston's Surveying, Inc.				\$0.00
Subconsultant:	Southeastern Surveying & Mapping Corp.				\$0.00
SUBTOTAL ESTIMATED FEE:					\$64,560.34
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$64,560.34
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$64,560.34

Project Activity 5: Roadway Plans

Estimator:

Woodside Drainage Imp. SA #4

Representing		Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	0	0	0	
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	0	0	0	
5.4	Project Layout		Sheet	0	0	0	
5.5	Plan/Profile Sheet		Sheet	0	0	0	
5.6	Profile Sheet		Sheet	2	4	8	For revising design at Dyer Blvd.
5.7	Plan Sheet		Sheet	2	6	12	For revising design at Dyer Blvd.
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	0	0	0	
5.13	Special Details		EA	0	0	0	
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	0	0	0	
5.17	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.20	Utility Adjustment Sheets		Sheet	0	0	0	
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	0	0	0	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	
Roadway Plans Technical Subtotal						20	
5.26	Quality Assurance/Quality Control		LS	%	10%	2	
5.27	Supervision		LS	%	10%	2	
5. Roadway Plans Total						24	

Project Activity 6a: Drainage Analysis

Estimator:

Woodside Drainage Imp. SA #4

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	0	0	
6a.2	Base Clearance Calculations	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	15	3	45	Revise storm drain design through airport property to avoid impacting runway light pole foundations. Revise storm sewer crossing Dyer Blvd. to avoid existing utilities.
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	16	16	Update drainage report with revised storm drain model results and narrative.
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Quantities for EQ Report	LS	1	0	0	
6a.17	Cost Estimate	LS	1	6	6	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.19	Hydroplaning Analysis	LS	1	0	0	
6a.20	Existing Permit Analysis	LS	1	0	0	
6a.21	Other Drainage Analysis	LS	1	160	160	FAA 7460-1 process (includes Construction Safety and Phasing Plan) required for construction of storm drains through airport (112 hrs). Prepare dewatering plan and narrative to submit to SFWMD for a No-Notice Dewatering Permit (48 hrs).
6a.22	Noise Barrier Evaluation	LS	1	0	0	
Drainage Analysis Technical Subtotal					227	
6a.23	Field Reviews	LS	1	0	0	
6a.24	Technical Meetings	LS	1	0	0	Meetings are listed below
6a.25	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.26	Quality Assurance/Quality Control	LS	%	10%	23	
6a.27	Independent Peer Review	LS	%	0%	0	
6a.28	Supervision	LS	%	10%	23	
Drainage Analysis Nontechnical Subtotal					46	
6a.29	Coordination	LS	%	5%	14	
6a. Drainage Analysis Total					287	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0			0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 6a.24

Carries to Tab 3

6b. Drainage Plans

Estimator:

Woodside Drainage Imp. SA #4

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	0	0	0	
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Drainage Structures		EA	15	3	45	Revise storm drain design through airport property to avoid impacting runway light pole foundations. Revise storm sewer crossing Dyer Blvd. to avoid existing utilities.
6b.4	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.5	Lateral Ditch Cross Sections		EA	0	0	0	
6b.6	Retention/Detention Ponds Detail Sheets		Sheet	0	0	0	
6b.7	Retention Pond Cross Sections		EA	0	0	0	
6b.8	Erosion Control Plan Sheets		Sheet	0	0	0	
6b.9	SWPPP Sheets		Sheet	0	0	0	
Drainage Plans Technical Subtotal						45	
6b.10	Quality Assurance/Quality Control		LS	%	10%	5	
6b.11	Supervision		LS	%	10%	5	
6. Drainage Plans Total						55	

Project Activity 7: Utilities

Estimator:

Woodside Drainage Imp. SA #4

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	16	16	Meeting is listed below. Meeting was in SA #2, but the hours were not captured.
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0	
7.3	Make Utility Contacts	LS	1	0	0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	8	8	Meeting is listed below. Meeting was in SA #2, but the hours were not captured.
7.6	Individual/Field Meetings	LS	1	0	0	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	Meeting is listed below. Meeting was in SA #2, but the hours were not captured.
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	
7.11	Utility Coordination/Followup	LS	1	48	48	Additional utility coordination within airport and with UAOs at Dyer and Hoagland Blvds.
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	

Project Activity 7: Utilities

7. Utilities Total				80			
Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	16	16	Meeting was in SA #2, but the hours were not captured.	yes	1
Preliminary Meeting (see 7.5)	EA	1	8	8	Meeting was in SA #2, but the hours were not captured.	yes	1
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	1	8	8	Meeting was in SA #2, but the hours were not captured.	yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				32	Total Project Manager Meetings (carries to Tab 3)		3

Carries to Tab 3

ITEM 7.E

PURCHASE OF A DROP-WING MOWER FROM ALAMO GROUP, INC.

Request

Approval to purchase an Alamo Brahma drop-wing mower from Alamo Group, Inc. in the amount of \$124,848.70.

Explanation

The Streets & Stormwater Division of Public Works has budgeted to replace a 2012 John Deere drop-wing mower (DR87- VIN 1L06430BLCB722990). The replacement unit is available on the Sourcewell contract # 052417-AGI-1. The replacement unit would be used primarily for mowing around stormwater ponds and ditches, along with other routine maintenance activities. The machine's maneuverability plays a major role in reducing the number of mowing passes along a pond or ditch bank. Because of its versatility, the mower is one of the most relied upon machines in the operations group tasked with large machine mowing.

Alamo Group, Inc. offers their equipment through the Sourcewell contract in the amount of \$135,848.70, which is a 15% discount. Also included in the purchase price of this new unit is a trade-in discount. Menzi USA, a certified representative for Alamo, offered a trade-in price of \$11,000 for the current 2012 drop-wing mower.

Total Contract Price: \$135,848.70
Trade-in Offer: -\$11,000.00
Total Cost: \$124,848.70

The Fleet Maintenance Division has reviewed the purchase in order to ensure compatibility and conformance to City standards. Procurement has also reviewed the specifications to allow for competitive and comparative pricing.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945506 506494	SW2217	Decrease	\$132,000.00	\$124,849.00

Financial Summary:

Sufficient funds for this purchase are within Project # SW2217

Recommendation

Staff recommends City Commission approval to purchase an Alamo Brahma Drop-wing mower from Alamo Group Inc. in the amount of \$124,848.70.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Alamo Brahma Quote

Alamo Industrial Quote Form

Contract	XAB (AI) - Sourcewell Contract # 052417-AGI - Net 30 Days			TSM	270
Quoted	11/9	Tractor Delivery		End User PO #	
Default Discount	0.15			Additional Discount	

Bill To:	E	Ship To:	22181
Name		Name	MENZI USA SALES INC
Address		Address	1850 FAIRBANKS ST
Address		Address	
Address		Address	LAKELAND, FL 33805-2542
Contact		Contact	Christopher Meadows M.B.A.
Phone		Phone	863)603-7979
Email		Email	chris@menziusa.com
FC2	Not Delayed Invoice	State	FL Dock Yes

Servicing Dealer/End User:	Dealer Emails:
Name	Confirm. chris@menziusa.com
Address	Shipment
Address	Invoices
Contact	Invoices
Email	Warranty

Part	Description	List	DNET
04102002	Brahma® Arm	\$25,808	\$21,936.80
02985305	60" Brahma® Rotary, Blade Bar	\$16,484	\$14,011.40
SHD96245ES	96" SHD Rear Flail, 4 oz Knives, 24.5" offset	\$11,289	\$9,595.65
02972609	500# Wheel Weight	\$1,483	\$1,260.55
02979475	Factory Mounting	\$8,280	\$7,038.00
5MK	Mount Kit, C4 6105E	\$0	\$0.00
02988177	Mounted Pulley Kit	\$0	\$0.00
02700920	6105E C4, 380/85R24 and 460/85R38 R1 tires	\$92,423	\$78,559.55
00888190	Freight Add to Invoice	\$4,055	\$3,446.75
trade-in	Machine trad-in		-\$11,000.00
radio	Radio install		\$0.00

Note	Updated with Requested Tractor Upgrades	Commission		Total	\$124,848.70
------	---	------------	--	-------	--------------

Dealer Signature _____ Date _____

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

ITEM 7.F

PURCHASE OF A WHEEL LOADER FROM DOBBS EQUIPMENT LLC

Request

Approval to purchase a John Deere 644 L-series wheel loader from Dobbs Equipment LLC in the amount of \$223,853.80. This is funded by the Local Option Sales Tax Fund.

Explanation

The Streets & Stormwater Division of Public Works has a 2005 624J wheel loader (ST84-VIN DW624JZ598797) that is scheduled for replacement. The wheel loader is used daily to support street maintenance, loading and stockpiling materials and other routine work. It also supports the department in a variety of tasks due to its versatility and is vital in debris management after storms. Over the years, the loader has proven to be a very reliable machine. However, the latest version provides improved bucket and linkage design for better material handling and new electrohydraulic controls for more intuitive operation. Quick disconnect attachments are included with the purchase that enables multiple tasks to be completed.

Dobbs Equipment LLC (Dobbs) has offered to take the City's old loader on trade. They have a network of dealerships, headquartered in Tampa, Florida and their Orlando branch has provided outstanding service throughout the life of Kissimmee's old wheel loader. They are offering the 644L-series to municipalities on the Sheriffs Association Contract – FSA20-EQU18.0, Specification #188. Considering the age and condition of the machine, the offer is fair.

Total Contract Price: \$281,353.80
Trade-in Offer: -\$ 57,500.00
Total Cost: \$223,853.80

The Fleet Maintenance Division has reviewed the purchase in order to ensure compatibility and conformance to City standards. Procurement has also reviewed the specifications to allow for competitive and comparative pricing.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445306 - 506495	ST2207	Decrease	\$225,000.00	\$223,854.00

Financial Summary:

Sufficient funds for this purchase are within Project # ST2207.

Recommendation

Staff recommends City Commission approval to purchase a John Deere 644 L-series wheel loader from Dobbs Equipment LLC in the amount of \$223,853.80.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. JD 644L Wheel Loader Quote

Jack Condrey
Governmental Territory Manager
Dobbs Equipment LLC
4333 N John Young Pkwy
Orlando, FL 32804
Phone (407) 299-1212
Cell (863) 393-8023
Jack.condrey@dobbsequipment.com
www.dobbsequipment.com



**Florida Sheriff's Association
Florida Association of Counties
Contract FSA20-EQU18.0
3.0 CU YD Wheel Loader
Spec #188**

November 30, 2021

Jeff Mattern
City of Kissimmee

Dobbs Equipment is pleased to quote you the following equipment per contract specification:

One new **John Deere 524L Front End Loader**

Contract Price: **\$137,694.00**

Upgrade to a **John Deere 644L Front End Loader** **\$97,625.00**

Equipment on 644L quoted on contract includes:

0924 JD Powertech Final Tier 4 Diesel Engine

1110 4-Speed Powershift Transmission

1211 100 Amp Alternator

1410 Air Intake without Pre-cleaner

1510 Standard Hydraulic Fan Drive

170C JD Link Machine Monitoring, 5 Year

2220 Cloth Air Suspension Seat

2422 2-Function Joystick Controls

3046 Hydraulic Front Differential Lock

4935 23.5R25 L3 Radial Tires

7120 Halogen Work and Drive Lights

8220 Rear Hitch with Counterweight
 8937 4.25 CU YD Pin- on Bucket
 9140 Fire Extinguisher
 9240 Engine Compartment Light

Stated Options

1430	Centrifugal Air Pre-cleaner	\$495.00
1520	Reversing Fan Drive	\$1,330.00
2403	3 rd Function Hydraulics	\$1,656.00
2510-2	Auto Ride Control	\$3,575.00
7140	Premium LED Light Package	\$1,075.00
8559	Hydraulic Quick Coupler	\$5,364.00
8235	Rearview Camera with Radar Detection	\$2,452.00
8360	AM/FM/WB Radio	\$427.00
8275	Left Hand Beacon with Folding Bracket	\$207.00
9410-2	Transmission & Bottom Guards	\$1,801.00

Stated Options Total: **\$18,382.00**

Non-Stated Options

8760	Less 4.25 CU YD Pin-on Bucket	-\$11,824.00
Non-Stated Options Sub-total:		-\$11,824.00
<u>Less Contract Discount of 20%</u>		<u>\$2,364.80</u>

Non-Stated Options Total: **-\$9,459.20**

Non-Factory Options

JRB 3.75 CYD Multi-Purpose Bucket	\$23,125.00
JRB 102" x 72" Coupler Forks	\$12,050.00
3rd Function Jumper Hoses to Quick Coupler (Installed)	\$787.00
Install Case Drain Line for Screen Attachment	\$1,150.00

Trade Machine with Attachments

2005 John Deere 624J Loader #DW624JZ598797	<u>-\$57,500.00</u>
JRB 3.0 CYD Multi-purpose Bucket #0405-155187-1	
JRB 3.5 CYD Grapple Bucket #0405-155187-3	
JRB 3.5 CYD GP Bucket #J000080526-1	
JRB Pallet Forks #0105-144299-1	

Total Delivered Price to City of Kissimmee	\$223,853.80
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ITEM 7.G

AMENDMENT TO TASK WORK ORDER NO. 3 WITH RS&H, INC. FOR THE WEST OAK STREET AT JOHN YOUNG PARKWAY IMPROVEMENT PROJECT

Request

Approval to amend Work Order No. 3 with RS&H, Inc. by \$69,091.60 for additional design services associated with the plans update for the West Oak Street at John Young Parkway improvement project and transfer funds from the Local Option Sales and Gas Tax Funds to cover the costs.

Explanation

On March 20, 2018, the City entered into an Architectural/Engineering Continuing Services Agreement with RS&H, Inc. to provide engineering design services for surveying, civil engineering, and plan production necessary for the development of construction documents.

The West Oak Street at John Young Parkway improvement project is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) project. It was completely designed and then shelved until the right of way acquisition phase of this project is completed. At such time, an update to the construction plans will be required in accordance with the FDOT 2022 Standards.

On March 2, 2021, the City Commission approved Task Work Order No. 3 with RS&H for services to complete the construction plan updates which included enhanced safety features as recommended by FDOT's LAP review. The total amount of this task work order was \$243,979.61.

Upon approval by the City Commission on November 16, 2021, the City received notification from FDOT that this project's classification had changed from an "Off-System Class D" to an "On-System Class A" project due to John Young Parkway being on the National Highway System. Under this amendment, RS&H will update the plan standards and specifications to comply with the LAP On-System requirements. These changes include, but are not limited to, modifying the roadway plans, traffic control plans, and additional utility coordination.

The total amount of this amendment No. 1 to Task Work Order No.3 is \$69,091.60.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345203-503131		Decrease	\$47,739.50	\$25,816
10445656-506393	ST1622	Decrease	\$43,276.00	\$43,276
10345656-506393	GT2106	Increase	\$0.00	\$69,092

Financial Summary:

Upon approval of a budget transfer from the Local Option Sales and Gas Tax Funds, there will be adequate monies to cover the cost of this project. Staff will be seeking reimbursement for these costs from FDOT, which may require the LAP agreement to be amended at a later date.

Recommendation

Staff recommends City Commission approval to amend Work Order No. 3 with RS&H, Inc. by \$69,091.60 for additional design services associated with the plans update for the West Oak Street at John Young Parkway improvement project and transfer funds from the Local Option Sales and Gas Tax Funds to cover the costs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Task Work Order #3 Amendment 1_signed RSH-W Oak St_AW_Signed_NGM012022
2. Staff Hour Estimates WO_3_Supplemental_121021



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 3
Amendment #: 1
Purchase Order#: PO 21001249

DATE: 12/10/2021

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to RS&H Inc, with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Provide additional traffic control, update plans to meet On System (LAP) requirements, and additional utility engineering and coordination in support of the engineering design of West Oak Street Intersection Improvements at John Young Parkway.

FORM OF COMPLETED DELIVERABLES: Provide additional engineering design services to complete update of all plans to meet LAP Class A standards, provide additional traffic control analysis and plans, provide additional utility coordination, update the Bid Documents, provide additional structural design for mast arms foundations, and provide detailed calculations for the construction duration time estimate.

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$313,071.21 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by June 30, 2022.

TASK	FEE
1) Project General and Project Common Task	\$19,913.00
2) Roadway Analysis	\$8,016.75
3) Roadway Plans	\$16,984.38
4) Utilities	\$4,061.40
5) Signing & Pavement Marking Analysis	\$1,540.50
6) Signing & Pavement Making Plans	\$2,180.88
7) Subconsultant: CES	\$16,395.26
	\$ 69,091.60

Contract Dollars: \$243,979.61

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$69,091.60

CONTRACT TOTAL DOLLARS: \$313,071.21

Accepted By:

Renato J. Goyaly

(Signature)

Title/Position:

Vice President

City Engineer:

Ashley L. Willis

Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, o=Public Works & Engineering, ou=Engineering,
email=awillis@kissimmee.org, c=US
Date: 2022.01.14 16:04:26 -05'00'

City Engineer

(Signature)

Approved By:

Nate Anderson

Director, PW&E

(Signature)

Requested By:

Robert Tanaka Masiku

Digitally signed by Robert Tanaka Masiku
Date: 2022.01.18 15:24:11 -05'00'

(Signature)

Approved By:

City Manager

(Signature)

Approved By:

Mayor

(Signature)

City Commission Approval Date:

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

Public Works and Engineering

101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Oak Street Plans Update Additional Design Work
 County: City of Kissimmee

RS&H, Inc
 1074025003
 12/10/2021
 Paul Markel

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Engineer	Senior Landscape Architect	Engengineering Technician	Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$315.62	\$250.10	\$149.87	\$265.87	\$112.50	\$97.53			
3. Project General and Project Common Tasks	100	12	26	24	12	20	6	100	\$19,913	\$199.13
4. Roadway Analysis	45	2	12	24	0	7	0	45	\$8,017	\$178.15
5. Roadway Plans	106	4	20	40	0	42	0	106	\$16,984	\$160.23
7. Utilities	20	4	4	12	0	0	0	20	\$4,061	\$203.07
19. Signing & Pavement Marking Analysis	10	1	1	2	0	6	0	10	\$1,540	\$154.05
20. Signing & Pavement Marking Plans	12	2	2	4	0	4	0	12	\$2,181	\$181.74
Total Staff Hours	293	25	65	106	12	79	6	293		
Total Staff Cost		\$7,890.50	\$16,256.50	\$15,886.22	\$3,190.44	\$8,887.50	\$585.18		\$52,696.34	\$179.85

Check = \$52,696.34

SALARY RELATED COSTS:			\$52,696.34
SUBTOTAL ESTIMATED FEE:			\$52,696.34
Subconsultant:	CES		\$16,395.26
GRAND TOTAL ESTIMATED FEE:			\$69,091.60

Project Activity 3: General Tasks

Estimator:

Enter project name & description

999999-1-32-01

Representing	Print Name	Signature / Date
City of Kissimmee		
RS&H, Inc		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation (Bid Book)	LS	1	30	30	Bid Book update to satisfy FDOT Class A LAP project requirements and complete specification checklist
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	14	14	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Construction Duration Estimate	LS	1	20	20	Detailed calculations to determine construction duration
3.9	Landscape Plans	LS	1	32	32	Update plans to FDOT requirements
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	4	4	Coordination with adjacent projects
3. Project Common and Project General Tasks Total					100	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	2	2	4	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	10	1	10	Additional progress meetings
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		12		14	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
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Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator:

Enter project name & description

999999-1-32-01

Representing	Print Name	Signature / Date
City of Kissimmee		
RS&H, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	0	0	
4.10	Temporary Traffic Control Plan Analysis	LS	1	16	16	Additional Traffic Control analysis - additional detours
4.11	Master TTCP Design Files	LS	1	0	0	
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	
4.13	Tree Disposition Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	
4.15	Design Report	LS	1	0	0	
4.16	Quantities for EQ Report	LS	1	12	12	Road Quantities updates
4.17	Cost Estimate	LS	1	8	8	Update to current cost trends

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.18	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	
4.19	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					36	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	0	0	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	2	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	7%	3	
Roadway Analysis Nontechnical Subtotal					5	
4.26	Coordination	LS	%	10%	4	
4. Roadway Analysis Total					45	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
30/60/90/100% Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings		0
Progress Meetings	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 4.22

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

Enter project name & description

999999-1-32-01

Representing		Print Name	Signature / Date
City of Kissimmee			
RS&H, Inc			

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	1	2	2	Research and update traffic data
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	1	4	4	Verify notes do not conflict with FDOT standard specifications.
5.4	Project Layout		Sheet	0	0	0	
5.5	Plan/Profile Sheet		Sheet	4	2	8	Offsite parking coordination (Harbin property)
5.6	Profile Sheet		Sheet	0	0	0	
5.7	Plan Sheet		Sheet	2	6	12	Additional submittal, LAP coordination and response to comments (100% and Final Plans)
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	0	0	0	
5.13	Special Details		EA	1	36	36	Mast arm foundation additional design effort – as built did not match the survey
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.17	Temporary Traffic Control Plan Sheets		Sheet	4	4	16	Four additional pedestrian detour sheets
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.20	Utility Adjustment Sheets		Sheet	2	8	16	Utility Adjustment Plan updates
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	0	0	0	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	
Roadway Plans Technical Subtotal						94	
5.26	Quality Assurance/Quality Control		LS	%	5%	5	
5.27	Supervision		LS	%	7%	7	
5. Roadway Plans Total						106	

Project Activity 7: Utilities

Estimator:

Enter project name & description
999999-1-32-01

Representing	Print Name	Signature / Date
City of Kissimmee		
RS&H, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours		Comments
7.1	Utility Kickoff Meeting	LS	1	0	0		Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0		
7.3	Make Utility Contacts	LS	1	0	0		
7.4	Exception Processing	LS	1	0	0		
7.5	Preliminary Utility Meeting	LS	1	0	0		Meeting is listed below
7.6	Individual/Field Meetings	LS	1	0	0		Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0		
7.8	Subordination of Easements Coordination	LS	1	0	0		
7.9	Utility Design Meeting	LS	1	4	4		Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0		
7.11	Utility Coordination/Followup	LS	1	16	16		KUA Redesign in corridor after 90% plans submittal / impacts to Brighthouse and Smart City Solutions on KUA poles.
7.12	Utility Constructability Review	LS	1	0	0		
7.13	Additional Utility Services	LS	1	0	0		
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0		
7.15	Contract Plans to UAO(s)	LS	1	0	0		
7.16	Certification/Close-Out	LS	1	0	0		
7.17	Other Utilities	LS	1	0	0		

Project Activity 7: Utilities

7. Utilities Total				20			
Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	2	2	4			0
Other Meetings <i>(this is automatically added into Utilities Total (cell F27))</i>	EA	0	0	0			0
Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		0

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Enter project name & description

999999-1-32-01

Representing	Print Name	Signature / Date
City of Kissimmee		
RS&H, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities for EQ Report	LS	1	0	0	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	8	8	Update plans to 2022-2023 standards including high emphasis cross walks, directional arrows, and wrong way prevention on side streets
Signing and Pavement Marking Analysis Technical Subtotal					8	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	8%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	8%	1	
					2	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					10	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
	Queue Length Analysis	EA	0	0	0			0
	Local Governments (cities, counties)	EA	0	0	0			0
	Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings					0	Subtotal Project Manager Meetings		0
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings					0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Enter project name & description

999999-1-32-01

Representing	Print Name	Signature / Date
City of Kissimmee		
RS&H, Inc		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	General Notes/Pay Item Notes		Sheet	1	2	1	2	Basis of Estimates updates
20.3	Project Layout		Sheet	0	0	0	0	
20.4	Plan Sheet		Sheet	2	4	2	8	update plans to 2022-2023 standards
20.5	Typical Details		EA	0	0		0	
20.6	Guide Sign Worksheets		EA	0	0		0	
20.7	Traffic Monitoring Site		EA	0	0		0	
20.8	Cross Sections		EA	0	0		0	
20.9	Special Service Point Details		EA	0	0		0	
20.10	Special Details		LS	1	0		0	
20.11	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						3	10	
20.12	Quality Assurance/Quality Control		LS	%	10%		1	
20.13	Supervision		LS	%	10%		1	
20. Signing and Pavement Marking Plans Total						3	12	

ITEM 7.H

AWARD OF BID FOR THE CONSTRUCTION OF THE HUDSON STREET IMPROVEMENTS PROJECT

Request

Approval to award the bid for the construction of the Hudson Street Improvements Project to DB Civil Construction, LLC, of St. Augustine, Florida in the amount of \$373,204.

Explanation

On May 19th, 2020, the City and Toho Water Authority (TWA) executed an Interlocal Agreement to construct roadway improvements on Hudson Street which will permit the relocation of TWA water and sewer facilities along, adjacent to, and under the roadway. Hudson is currently unimproved and serves an area that was recently annexed by the City.

This project being administered by the City of Kissimmee is for roadway improvements of Hudson Street from Ernest Street to Sunny Street. The project consists of new paving of 0.25 miles of roadway with curbing for drainage purposes, concrete driveway aprons and a 5-foot wide concrete sidewalk along both sides of the roadway. Other activities include minor construction activities such as clearing and grubbing, earthwork, grading, mailbox relocation and sodding.

Under a separate bid is the construction of a water main and sanitary sewer for the Hudson Street Improvements Project, which is being administered by TWA. Utility work will include the removal of the existing potable water main and sanitary sewer lines and the installation of a proposed (6) six-inch water main and an (8) eight-inch gravity sanitary sewer on Hudson Street.

The project was advertised on Sunday July 25, 2021. Four (4) contractors submitted bids for the construction of the Project. Bids were opened on August 30, 2021 with the following results:

Contractor	COK's (Total)	TWA's (Total)	Base Bid (Total)	Duration (Days)
DB Civil Construction	\$373,204	\$276,650	\$649,854	150
Cathcart Construction	\$463,228	\$336,625	\$799,853	300
Schullers Contractors	\$488,673	\$353,356	\$842,029	210
Prime Construction	\$729,112	\$603,985	\$1,333,097	210

Based upon the bids received, staff recommends an award to the low bidder, DB Civil Construction.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11125106 - 506393	GT1809	Decrease	\$414,478	\$373,204

Financial Summary:

This project is fully funded by Community Development Block Grant (CDBG) Funds.

Recommendation

Staff recommends City Commission approval to award the bid for the construction of the Hudson Street Improvements Project to DB Civil Construction, LLC, of St. Augustine, Florida in the amount of \$373,204.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Schedule of Value Bid Form for DB Civil Construction_Hudson St Improvements IFB 2021-003
2. Summary of Contractor Bid Tabulations_Hudson St Improvements IFB 2021-003
3. Water and Sewer Utility Relocation Interlocal Agreement TWA-COK (Hudson St)
4. Hudson St Improvements Project Contract-Rev 01272022 REV 3

BID FORM

**CITY OF KISSIMMEE
HUDSON STREET IMPROVEMENTS PROJECT**

BID No. IFB2021-003

The undersigned, as Bidder, declares that no person or persons, firm or corporation, other than those names herein are interested in this bid; that his bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the proposed form of Contract, and the Drawings and Specifications as well as the FDOT Specifications therein referred to; that no person or persons acting in any official capacity for the City of Kissimmee is directly or indirectly interested therein or in any portion of the profit thereof; and that the Bidder proposes and agrees, if this bid is accepted, to execute the form of Contract with the City of Kissimmee to provide all necessary equipment, tools, labor and other means of construction and to do all work and furnish all the materials shown and specified in the Contract Documents, and according to the requirements of Drawings and Specifications as therein set forth and that the Bidder will take in full payment therefore, the unit prices to wit:

Schedule of Values - Bid Form
Hudson Street Improvement Project

ITEM NUMBER	DESCRIPTION OF ITEM AND UNIT BID PRICE (PRICES TO BE WRITTEN IN WORDS)	UNIT	APPROX. QUANTITY	UNIT COST	AMOUNT
200-ROADWAY					
0101 1	MOBILIZATION @ twenty eight thousand Dollars	LS	1	28,000	28,000
0102 1	MAINTENANCE OF TRAFFIC @ ten thousand Dollars	LS	1	10,000	10,000
102 115	STAKED TURBIDITY BARRIER - NYL REINF PVC @ One dollar fifty cents Dollars	LF	1400	1.50	2,100
0110 4 10	REMOVAL OF EXISTING ASPHALT @ Five Dollars	SY	1700	5.00	8,500
0160 4	9" STABILIZED SUBGRADE @ twelve Dollars	SY	2415	12.00	28,980
0285 709	6" CRUSHED CONCRETE BASE @ twenty Dollars	SY	2100	20.00	42,000
0334 1 13	1.5" SP-9.5 ASPHALT (1 LIFT) @ fourteen Dollars	SY	1700	14.00	23,800
0425 1341	INLETS, CURB, TYPE P-9, <10' @ Four thousand four hundred Dollars	EA	4	4,400	17,600
0425 2 71	MANHOLES, TYPE P, <10' @ Five thousand Dollars	EA	2	5,000	10,000
0425 1561	INLETS, DT BOT, TYPE C, <10' @ Three thousand Dollars	EA	3	3,000	9,000
0425 6	MAIL BOXES, RELOCATE @ One hundred forty Dollars	EA	22	140	3,080
430175115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD @ One hundred ten Dollars	LF	31	110	3,410
430175118	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 12"X18" ERCP @ One hundred eighty Dollars	LF	11	180	1,980
430175215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 14"X23" ERCP @ One hundred Dollars	LF	386	100	38,600
430175230	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 19"X30" ERCP @ One hundred ten Dollars	LF	92	110	10,120
0520 1 10	CONCRETE CURB & GUTTER, TYPE F @ Twenty four Dollars	LF	800	24.00	19,200
0520 2 4	CONCRETE CURB, DROP CURB @ Twenty four Dollars	LF	512	24.00	12,288
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK @ Six Dollars	SF	4510	6.00	27,060
0522 2	CONCRETE DRIVEWAY, 6" THICK @ Seven Dollars	SF	5494	7.00	38,458
0527 2	ADA HANDICAP RAMPS @ Four hundred twenty Dollars	EA	4	420	1,680.
0570 1 2	PERFORMANCE TURF, <u>SOD</u> @ Four Dollars	SY	289	4.00	1,156

Base Bid Sub- Total (Written):	Total (Amount):
@ Three hundred seventy three thousand two hundred four dollars	\$ 373,204.00

BID FORM SUMMARY
BID No. IFB2021-003

Project: HUDSON STREET IMPROVEMENTS PROJECT

1. PROJECT GRAND TOTAL:

373,204.00 (Numbers)

Three hundred seventy three thousand two hundred four (Words)

**Completion Time for
BASE BID**

After Notice To Proceed: 150 Contract time (Calendar days)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 8/30/21
(Letting Date)

Fill in your FDOT Vendor Number
VF 821245533001
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 6,762,938.42

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

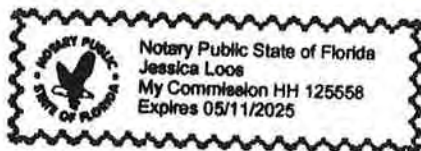
I certify that the information above is correct.

DB Civil construction, LLC
NAME OF FIRM

Sworn to and subscribed this 30th day
of August, 20 21

By: Connie Baylor
Manager

Title



ACKNOWLEDGMENT OF DOCUMENTS AND ADDENDUM

**CITY OF KISSIMMEE
HUDSON STREET IMPROVEMENTS PROJECT**

Having studied the Drawings and Project Manual(s) as well as having visited the site, I (we) hereby propose to construct the Work according to the Contract Documents and the following Addenda which we have received:

Addendum	Date	Addendum	Date
<u>1</u>	<u>7/26/21</u>	<u>3</u>	<u>8/19/21</u>
<u>2</u>	<u>8/17/21</u>		

The Bidder agrees that this Bid shall be good and may not be withdrawn within a period of 120 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder will execute the Contract attached within 15 calendar days and deliver the Public Construction Bond for 100 percent of the payment and for 100 percent of the performance of the Contract price of the work and Certification of Insurance as required by the Contract Documents.

Accompanying this Bid is a Bid Bond, made payable to the City of Kissimmee, of not less than five percent (5%) on the form included in the Project Manual.

The undersigned acknowledges that an authorized representative of the Bidder has visited the site of the Work and is aware of the intent and the scope of the Work to be performed under this Contract and agrees to indemnify, defend, and hold harmless the City of Kissimmee against any cost, damages, or expenses which it may incur or be caused by any error in the preparation of this Bid.

Name of Bidder Connie Baylor, Manager

Company Name DB Civil construction, LLC

Street Address 4475 US 1 S, Ste 707

City, State, Zip St. Augustine, FL 32086

Phone Number 386-256-7460

License Number CUC1224644

Licensed By DBPR

Signature Connie Baylor

Manager

Jessica Lutz

8-30-21

-22-

AFFIDAVIT OF NON-COLLUSION
AND OF NON-INTEREST OF CITY EMPLOYEES

CITY OF KISSIMMEE
HUDSON STREET IMPROVEMENTS PROJECT

Description of Contract: HUDSON STREET IMPROVEMENTS PROJECT

STATE OF FLORIDA

COUNTY OF OSCEOLA

DB Civil construction, LLC

being first duly sworn, deposes and says that he (it) is the bidder in the above bid, that the only person or persons interested in said bid are named therein; that no officer, employee or agent of the City of Kissimmee or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Connie Baylor Manager

Connie Baylor

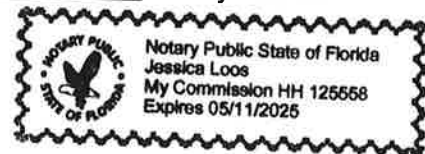
Affiant

Sworn and subscribed before me this 30th day of August, 2021 in the State of FL, County of St. Johns.

Jessica Loos

Notary Public

My Commission Expires: _____



*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: DB Civil construction, LLC

By: Com. Bay

Date: 8-30-21

Title: Manager

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Com Bay Date: 8-30-21 Authorized Signature

Title Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: <u>DB Civil construction, LLC</u> <u>4475 US 1 S, Ste 707</u> <u>St. Augustine, FL 32086</u> Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Connie Baylor</u> Print Name: <u>Connie Baylor</u> Title: <u>Manager</u> Telephone No. <u>386-256-7460</u> Date (mm/dd/yyyy): <u>8-30-21</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133 (3) (A),**

**CITY OF KISSIMMEE
HUDSON STREET IMPROVEMENTS PROJECT**

Bid or Contract IFB2021-003

Type text here

(To be signed in the presence of notary
public or other officer authorized to
administer oaths.)

DESCRIPTION OF CONTRACT: HUDSON STREET IMPROVEMENTS PROJECT

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

1. The business address of 4475 US 1 S, Ste 707, St Augustine, FL 32086 (name
or bidder of contractor, is DB Civil construction, LLC (relationship
such as sole proprietor, partner, president, vice president).
2. I understand that a public entity crime as defined in Section 287.133 of the
Florida Statutes includes a violation of any state or federal law by a person with respect
to and directly related to the transaction of business with any public entity in Florida or
with an agency or political subdivision of any other state or with the United States,
including, but not limited to, any bid or contract for goods or services to be provided to
any public entity or such an agency or political subdivision and involving antitrust, fraud,
theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the statute to mean a
finding of guilt or a conviction of a public entity crime, with or without an adjudication of
guilt, in any federal or state trial court of record relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or
entry of a plea of guilt or nolo contendere.
4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or
successor of a person or a corporation convicted of a public entity crime, or (2) an entity
under the control of any natural person who is active in the management of the entity
and who has been convicted of a public entity crime, or (3) those officers, director,
executives, partners, shareholders, employees, members, and agents who are active in
the management of an affiliate, or (4) a person or corporation who knowingly entered

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

(Draw a line through paragraph 5 if paragraph 6 below applies.)

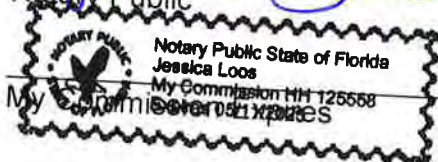
~~6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 6 if paragraph 5 above applies.)

Cm Bay

Sworn and subscribed before me in the state and county first mentioned above on the 30th day of August, 2021.

Jessica Loos
Notary Public



(affix seal)

TRENCH SAFETY
(90-96, LAWS OF FLORIDA)

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida), effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
Trench	LF	489	1.00	489.00

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet in depth shall be in accordance with the Technical Specifications Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING).

Failure to complete the above may result in the bid being declared non-responsive.

QUESTIONNAIRE

CITY OF KISSIMMEE HUDSON STREET IMPROVEMENTS PROJECT

Description of Contract: HUDSON STREET IMPROVEMENTS PROJECT

Bidder: DB Civil construction, LLC

NOTES TO THE BIDDER:

(A) The Owner requires all Bidders, to complete and submit this form in addition to the "Standard Questionnaires and Financial Statement for Bidders".

(B) The undersigned Bidder warrants that all statements and answers made to the interrogatories that follow are current, accurate, and complete as of the date indicated below.

1. ORGANIZATION

1.1 Date of organization (or incorporation) State of incorporation FL
3/2017 (IRS) EIN 82-1245533

1.2 Title and name of Principals (President, Vice-President, Secretary and Treasurer, if a corporation; partners, if a partnership)
Connie Baylor Manager
Dalton Baylor VP

1.3 If your organization has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, disclose with this Questionnaire all material facts pertaining to any such felony conviction or any such pending felony charges against (a) your organization, (b) any business entity related to or affiliated with your organization, or (c) any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity.

Attachment n/a, consisting of pages.

2. LICENSING

2.1 If your organization holds valid contractors licenses covering all classifications and sub-classifications of work which your organization intends to self-perform, attach a list of all such licenses together with a copy of each license.

Attachment _____, consisting of 2 pages.

3. EXPERIENCE

3.1 Attach a list of all contracts or subcontracts over \$50,000.00 similar in character and scope to the Work under the Bidding Documents, which your organization has performed over the last five (5) years. For each contract or subcontract, include the Owner's contract number, contract title, contract price, substantial completion date or percent complete (if not completed), and the name, address and telephone number of a representative of the owner familiar with your organization and its work.

Attachment _____, consisting of 6 pages.

3.2 Within the last five (5) years, have any claims arising from or relating to a contract or subcontract been made against your organization or any officer or partner of your organization, which resulted in litigation or arbitration? no. If so, the Bidder (or nominated subcontractor) shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment _____, consisting of _____ pages.

3.3 Within the last five (5) years, has your organization or an officer or partner of your organization made any claims arising from or relating to a contract or subcontract, which resulted in litigation or arbitration? no. If so, the Bidder (or nominated Subcontractor) shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment _____, consisting of _____ pages.

4. ADDITIONAL QUALIFICATIONS

4.1 Does your organization rent or lease equipment or facilities from other affiliate organizations? no. If so, state the name of the affiliate organization(s)
if needed, Synergy

4.2 Credit available? \$ upon award



GREATER ORLANDO
AVIATION AUTHORITY



One E. 17th Ave.
Orlando, FL 32801
(407) 841-1000

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

237110


Samuel Febrés

Samuel (Sammy) Febrés
DBE & Small Business Development Manager
Florida Department of Transportation



Tampa
International
Airport

ALL AVAILABLE





Ron DeSantis, Governor

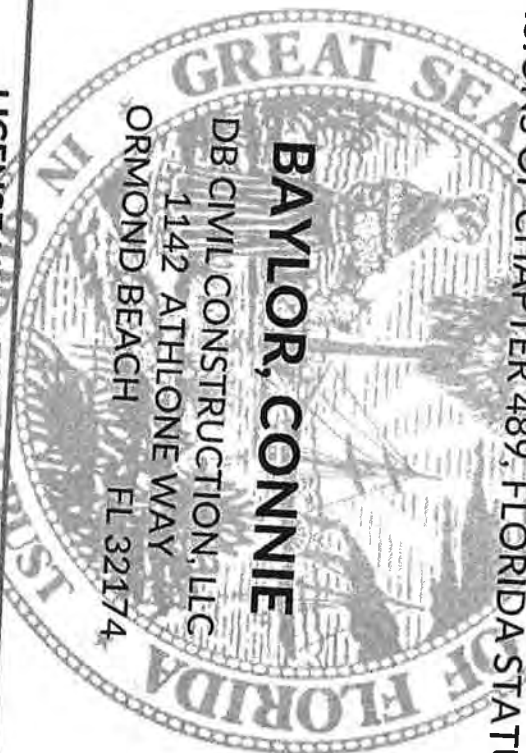
Julie I. Brown, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BAYLOR, CONNIE

DB CIVIL CONSTRUCTION, LLC
1142 ATHLONE WAY
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CIVIL CONSTRUCTION

EXPERIENCE

DB CIVIL CONSTRUCTION, LLC St. Augustine, Florida
Sr. Manager / Chief Estimator

- Oversight of Business Development and Estimating
- Development of Project Management and Field Supervision Policy & Procedure Implementation

2020 to Present

FLORIDA SAFETY CONTRACTORS, INC. Tampa, Florida
Sr. Manager / Chief Estimator

- Company Qualifier for their General Contractors License
- The last nine months of 2018 FSC became the 3rd largest Florida DOT in total dollars bid and awarded
- Oversight of multiple FDOT projects involving 51,000 SY of Flexible Paving, 4 miles of Drainage Systems, 30 Traffic Signals, 120 Street Light Poles, 2 miles of Utilities, 20 Overhead Trusses & 210 Post Mounted Signs, 17 Miles of Curb & Sidewalks, 40,000 SY of Grassing, and 2 Miles of Fencing

2010 to 2020

OSP MANAGEMENT, INC. Clermont, Florida
Vice President

- Construction oversight of a 60 Mile Design-Build EOC project for Keys Energy
- Installed 5 Fiber Optic Signal Interconnects as a subcontractor to DOT Signal Contractors

2007 to 2010

GIBBS & REGISTER, INC. Winter Garden, Florida
Vice President

- Increased the company's Florida DOT capacity rating from \$24 million to \$37 million
- Developed detailed job & equipment costing systems
- Oversight of multiple FDOT projects involving 120,000 SY of Flexible Paving, 5 Miles of Drainage Systems, 3 Minor Bridges, 4 Miles of Utilities, 6 Lift Stations, 12 Miles of Curb & Sidewalks, 55,000 SY of Grassing, and 3 Miles of Fencing

2002 to 2007

RYAN INC. EASTERN Winter Garden, Florida
Sr. Manager / Chief Estimator

- Instituted detailed project schedules with field production requirements
- Oversight of multiple Municipal projects involving 20,000 SY of Flexible Paving, 3,000 LF of Drainage Systems, 2 Minor Bridges, 2,000 LF of Utilities, 2 Lift Stations, 1.3 Miles of Curb & Sidewalks, Grassing, and Fencing

2001 to 2002

BERGERON LAND DEVELOPMENT, INC. Kissimmee, Florida
Central Florida Division Manager

- Revamped the equipment costing - actual cost came within 2% of allocated cost
- Prepared and negotiated over \$10 million of construction claims with FDOT
- Oversight of FDOT Highway and Urban Roadway projects involving 300,000 SY of Flexible Paving, 20 miles of Drainage Systems, 6 Minor Bridges, 1 million cubic yards of Grading, 2 Miles of Utilities, 10 Retaining Walls, 7 Miles of Curb & Sidewalks, 350,000 SY of Grassing, and 6 Miles of Fencing

1992 to 2000

BETTER ROADS, INC. Naples, Florida
Division Manager

- Developed job and equipment systems
- The first company in the State to institute computerized estimating and quantity take offs
- Oversight of FDOT Highway and Urban Roadway projects involving 20 miles of Flexible Paving on I-75 Alligator Alley, 115,000 TN of Structural Asphalt, Drainage Systems, 3 Minor Bridges, 1.2 million cubic yards of Grading, Utilities, 3 Retaining Walls, 2 Miles of Curb & Sidewalks, 230,000 SY of Grassing, and 4 Miles of Fencing

1986 to 1992

AL JOHNS, INC. Jacksonville, Florida
Project Superintendent

- Construction oversight of 35,000 SY of Flexible Paving, 5 miles of Drainage Systems, 240,000 CY of Grading, 9 Miles of Utilities, and 6 Lift Stations

1983 to 1986

EDUCATION

Technical Degree in Civil Engineering

Additional Coursework and Professional Development in

Project Management, Construction Contracts & Liability, ATSSA Maintenance of Traffic, CPM Scheduling, OSHA Record Keeping, Trench Safety & Confined Space, Construction Claims, and Labor Laws

RESUME

David R. Borchert

Florida Certified General Contractor - CGC1516846

Senior Manager / Chief Estimator

SUMMARY OF QUALIFICATIONS

Over 35 years of Supervisory and Management Responsibilities, Experienced working with over 75 local Municipalities, Florida DOT, FAA, Corps of Engineers, Water Management Districts, DOI, DOD, CDBG, CM Firms, Private Developers & Utilities, AT&T, Wal-Mart, Theme Parks, Development Districts, and General Contractors

FDOT WORK CLASS EXPERIENCE

3. DRAINAGE
8. ELECTRICAL WORK
9. FENCING
10. FLEXIBLE PAVING
11. GRADING
12. GRASSING, SEEDING & SODDING
27. MINOR BRIDGES
38. ROADWAY SIGNING
39. TRAFFIC SIGNAL
40. SIDEWALK
40. CURBS
40. HANDRAILS
40. LIFT STATION
40. RIP RAP
40. RUBBLE RIP RAP
40. TRAFFIC SEPARATORS
40. UNDERGROUND UTILITIES

PROJECT LIST

I-75 (Alligator Alley) (Collier County)
Contract Amounts - \$23,100,000
Agency - Florida DOT (multiple contracts)

Florida Turnpike (Broward & Palm Beach County)
Contract Amounts - \$18,900,000
Agency - Florida DOT (multiple contracts)

SR 417 Greenway Expressway (Orange County)
Contract Amounts - \$13,500,000
Agency - Orlando Orange County Expressway

US 17 (Polk County)
Contract Amount - \$13,300,000
Agency - Florida DOT

SR 60 (Hillsborough County)
Contract Amount - \$6,800,000
Agency - Florida DOT

Enterprise Road (Volusia County)
Contract Amount - \$7,900,000
Agency - Volusia County

Curryford Road Extension (Orange County)
Contract Amount - \$11,400,000
Agency - Orange County

Cleveland Street (Pinellas County)
Contract Amount - \$7,400,000
Agency - City of Clearwater

SR 551 Goldenrod Road (Orange County)
Contract Amount - \$11,700,000
Agency - Florida DOT



CIVIL CONSTRUCTION

EXPERIENCE

DB CIVIL CONSTRUCTION, LLC St. Augustine, Florida
Managing partner / Owner

2017 to Present

- Oversight of all Company functions including, Operations, Financial, Project Management, Safety, Business Development, and Equipment Purchases & Maintenance
- Oversee overall financial management, planning, systems and controls
- Oversight of Multiple Projects simultaneously
- Managed and Supervised the City of Davenport Water Line Replacement Project involving, 55,000 LF of new 6" to 16" Watermain, 850 LF of Jack & Bore, 1,500 LF of HDD, and Roadway Reconstruction with Stabilized Subgrade, Limerock Base, & Asphalt Paving
- Managed and Supervised 2 FDOT Drainage Replacement projects on SR 212 involving, Removing & Replacing 42" & 48" RCP, Drainage Structures, and Roadway Reconstruction with Stabilized Subgrade Limerock Base & Asphalt Paving
- Managed and Supervised FDOT T541 DR. A1A as a subcontractor involving, 7,000 LF of Watermain relocation
- Managed and Supervised the Lincolnville Region Utility Rehab - CDBG project involving, Water & Sewer Mains, New Drainage Systems, and Roadway Reconstruction with Stabilized Subgrade Limerock Base & Asphalt Paving
- Managed and Supervised multiple other projects involving, Water & Sewer Mains, Lift Stations, New Drainage Systems, and Roadway Reconstruction with Stabilized Subgrade Limerock Base & Asphalt

PETTICOAT-SCHMITT CONTRACTORS Jacksonville, FL
Project Manager / Estimator

2014 to 2017

- Managed estimation and construction of multiple projects including Wastewater Treatment Plants, Storm Drainage, Concrete Pavement, Roadways & Earthwork
- Insured cost effectiveness of the project while allowing high quality construction
- Pre-Construction Management including, hiring Subcontractors, Submittals, Invoicing, Coordinated Planning Meetings with City, County, and FDOT officials

PEPPER CONTRACTING, INC. Tampa, FL
Project Manager / Estimator

2013 to 2014

- Managed estimation and construction of multiple projects including Wastewater Treatment Plants, Storm Drainage, Concrete Pavement, Roadway & Earthwork
- Formulated bids and attended bidding activities
- Estimating responsibilities included reviewing plans and specifications, as well as to determine the amount of labor and equipment needed to accurately provide a proposal

ALTO CONSTRUCTION, INC. Tampa, FL
Project Manager / Estimator

2012 to 2013

- Managed estimation and construction of multiple projects including take offs for Underground Utility, Concrete Pavement, Roadway & Earthwork

DRIVEWAY MAINTENANCE INC. Tampa, FL
Supervisor / Estimator

2011 to 2012

- Duties included direct leadership for employees and subcontractors and scheduling of activities for Grading, Storm Drainage, Roadway Subgrading & Base and Asphalt Paving
- Coordinated logistics, material deliveries, and trucking service

C.W.B. CONSTRUCTION Bunnell, FL
Supervisor

2009 to 2011

- Duties included direct leadership for employees on 3 crews and scheduling of activities for Grading, Storm Drainage, Utilities, and Roadway Subgrading & Base

R.A. SCOTT, INC. Daytona Beach, FL
Supervisor / Equipment Operator

2007 to 2009

- Duties included direct leadership for employees, scheduling of activities for Grading, Storm Drainage, Utilities, Roadway Subgrading & Base and Operated Heavy Equipment

EDUCATION

Graduate of Santa Fe College of Gainesville, Florida (Charles Perry School of Construction)
AAS in Construction Technology and AA in Business Education

Additional Coursework and Professional Development in

Management, ATSSA Maintenance of Traffic, CPM Scheduling, Labor & Employment Laws, Construction Accounting, Estimating Theory & Software, and Trench Safety & Confined Space

RESUME
Dalton Baylor
Managing Partner / Owner

SUMMARY OF QUALIFICATIONS

Over 13 years of Supervisory, Management, Bid Preparation, and Project Estimating Responsibilities. Experienced working with local Municipalities, Florida DOT, CM Firms, Private Developers & Utilities, and General Contractors. Substantial background in Underground Utility, Concrete Pavement, Roadway and Earthwork construction operations.

FDOT WORK CLASS EXPERIENCE

- 3. DRAINAGE
- 9. FENCING
- 10. FLEXIBLE PAVING
- 11. GRADING
- 12. GRASSING, SEEDING & SODDING
- 27. MINOR BRIDGES
- 29. PORTLAND CONCRETE PAVING
- 38. ROADWAY SIGNING
- 40. SIDEWALK
- 40. CURBS
- 40. HANDRAILS
- 40. ELEVATION
- 40. RIP RAP
- 40. REBAR RIP RAP
- 40. TRAFFIC SEPARATORS
- 40. UNDERGROUND UTILITIES

PROJECT LIST

E2Y30 SR212 Drainage (Duval County)
Contract Amount - \$77,000
Agency - FDOT

E2Y19 SR212 Drainage (Duval County)
Contract Amount - \$162,500
Agency - FDOT

T541 SR A1A Utilities (Flagler County)
Contract Amount - \$1,200,000
Agency - FDOT / Superior Construction

Winter Haven Airport Access Road (Polk Co)
Contract Amount - \$527,000
Agency - City of Winter Haven

Lincolnville Region Utility Rehab (St Johns Co)
Contract Amount - \$1,400,000
Agency - City of St Augustine

Fredrick Parkway (Duval County)
Contract Amount - \$2,100,000
Agency - Jacksonville Electric Auth

Seminola Blvd Force Main (Seminole County)
Contract Amount - \$1,700,000
Agency - City of Casselberry

S Osceola Ave Sewer Imp (Orange County)
Contract Amount - \$830,000
Agency - City of Orlando

Kings Estates Road Drainage (St Johns County)
Contract Amount - \$340,000
Agency - St Johns County

Davenport Waterline Relocation (Polk County)
Contract Amount - \$6,550,000
Agency - City of Davenport



CIVIL CONSTRUCTION

RESUME
Joshua C. Newman
Manager

SUMMARY OF QUALIFICATIONS

Over 20 years of Supervisory, Management, Bid Preparation, and Project Estimating Responsibilities. Experienced working with local Municipalities, Florida DOT, CM Firms, Private Developers & Utilities, Development Districts, and General Contractors. Extensive background in surveying with a Total Station & also using GPS, and versed in Rexcon Concrete Plants and Concrete Mix Designs.

EXPERIENCE

DB CIVIL CONSTRUCTION, LLC St. Augustine, FL
Manager

2021 to Present

- Oversight of Multiple Projects involving Utilities, Roadway Construction, and Storm Drainage
- Development of Project Management and Field Data Reporting Procedures

ARTISIAN DEVELOPMENT Jacksonville FL
Vice President

2018 to 2020

- Development Projects from Multi Family to Single Family with Sales in excess of \$10 million
- Lead Estimator on all projects and Budget Forecasting
- Pre-Construction Management including, hiring Subcontractors, Submittals, Invoicing, Coordinated Planning Meetings with City, County, and FDOT officials

KT CARTER CONTRACTING, INC. Jacksonville FL
Operations Manager

2017 to 2018

- Developed Projects with Roadways, Multi Family, Private and Commercial with Average Annual sales in excess of \$25 million
- Manage and increase the effectiveness and efficiency of Support Services (HR, IT and Finance)
- Oversee overall financial management, planning, systems and controls
- Improved the operational systems, processes and policies in support of organizations mission

TEXAS STERLING CONSTRUCTION, INC. Ft Worth Texas
Project Manager

2015 to 2017

- Planned, Scheduled & Executed all daily activities for Texas Sterling Construction's employees & subcontractors
- Responsible for projects Profit and Loss
- Oversight of the City of Garland Texas Miles Road & Bridge Project involving 72,000 CY of Structural fill, 45,000 SY of 10" Lime Treated Subgrade, Slip Formed 1,200 CY of 8" Portland Cement Concrete Roadway Paving, 1 Mile Multiple Span Bridge with concrete girders, precast deck panels, barrier wall, 160 concrete structures, observation decks and form lined columns, 150 Street Lights, Water, Sewer and Drainage improvements

LONE STAR CIVIL CONSTRUCTION, LLC Ft Worth TX
Project Manager

2014 to 2015

- Planned, Scheduled & Executed all daily activities for Lone Star Civil's employees & subcontractors
- Responsible for projects Profit and Loss
- Oversight of the 6 Lanning Murphy Road Project involving 100,000 CY of Structural fill, 160,000 SY of 10" Lime Treated Subgrade, Slip Formed 141,000 SY of 8" Portland Cement Concrete Roadway Paving, 115 LF Single Span Bridge with concrete girders & precast deck panels, 3 miles of drainage systems with 24 - 60" RCP, 13,712 SY of Sidewalk & 53,559 LF of Curbs and 2 Signalized Intersections

AMERISEAL HIGHWAY STRIPING, INC. St. Augustine FL
Vice President of Operations

2010 to 2014

- Plan, design and conduct training programs for staff in new product lines and account tracking procedures
- Coordinate logistics, inventory control, and vendor relations as well as local and national contract negotiations, value engineering, and cost reductions in the Highway Striping industry
- Oversight of hundreds of miles of Highway Striping and Post Mounted Signage

FELIX ASSOCIATES, LLC Bronx NY
Project Manager

2006 to 2010

- Responsible for projects Profit and Loss
- Planned, Scheduled, Executed, Tracked & Managed all daily Activities
- Oversight of Highway and Urban Roadway projects involving, 110,000 SY of Flexible Paving, 2 Minor Bridges & 1 Over Water Bridge, 100,000 SF of P/C-18 sheet pile, 4,000 SY of Articulated-Block Slope Protection, 300,000 CY of Grading, 3,000 tons of Rip-Rap, 110 LF of Box Culvert, 5 Signalized Intersections, 8 Miles of Curb & Sidewalks, 150,000 SY of Grassing, and 3 Miles of Fencing

EDUCATION

Bachelors of Business Administration Degree (Stephen F. Austin State University)
PNP certification course (Villanova University)

Additional Coursework and Professional Development in
Management, ATSSA Maintenance of Traffic, CPM Scheduling, and Trench Safety & Confined Space

FDOT WORK CLASS EXPERIENCE

3. DRAINAGE
8. ELECTRICAL WORK
9. FENCING
10. FLEXIBLE PAVING
11. GRADING
12. GRASSING, SEEDING & SODDING
17. INTERMEDIATE BRIDGES
27. MINOR BRIDGES
29. PORTLAND CONCRETE PAVING
38. ROADWAY SIGNING
39. TRAFFIC SIGNAL
40. SIDEWALK
40. CURBS
40. HANDRAILS
40. LIFT STATION
40. REHAB OF CONCRETE PAVEMENT
40. RIP RAP
40. RUBBLE RIP RAP
40. TRAFFIC SEPARATORS
40. UNDERGROUND UTILITIES

PROJECT LIST

Miles Road & Bridge (Garland Texas)
Contract Amount - \$33,650,000
Agency - City of Garland Tx

FM 2551 (Murphy Road) (Anna Texas)
Contract Amount - \$17,925,000
Agency - Texas DOT

Cahoon Road (Duval County)
Contract Amount - \$10,500,000
Agency - Florida DOT

Bay Street Bridge (Duval County)
Contract Amount - \$5,000,000
Agency - Florida DOT

Hodges Boulevard (Duval County)
Contract Amount - \$32,000,000
Agency - Florida DOT

Amelia Walk (Nassau County)
Contract Amount - \$7,300,000
Agency - Private Developer per FDOT Specs

Amelia Concourse Unit 1 (Nassau County)
Contract Amount - \$8,600,000
Agency - Private Developer per FDOT Specs

Amelia Concourse Roadway (Nassau County)
Contract Amount - \$8,200,000
Agency - Private Developer per FDOT Specs



CIVIL CONSTRUCTION

4475 S. US 1, Ste 707
St. Augustine, FL 32086
(o)904-329-7672

REFERENCES

Entity: FDOT – Project #427986-1-72-20
Location: Volusia County, Florida
Contract Cost: \$413,864.50
Job Description: Storm drain

Job Name: Volusia Drainage Repair
Start Date: January 2020
Contact: Charles Long – (407)415-0764

Entity: City of Davenport
Location: Davenport, Florida
Contract Cost: \$6,200,000.00
Job Description: 60,000 linear feet of water main replacement

Job Name: Davenport WM Replacement
Start Date: October 2019
Contact: Aaron Perschan – (863)270-1292

Entity: City of Winter Haven
Location: City of Winter Haven, FL
Contract Cost: \$1,700,000.00
Job Description: Gravity sewer, lift station, water main & fiber

Job Name: Winter Haven Reg. Airport Utilities
Start Date: October 2019
Contact: Ron Bach – (863)287-3928

Entity: City of Casselberry
Job Location: Seminole Blvd in Casselberry, FL
Contract Cost: \$1,530,015.00
Job Description: Force main rehab

Job Name: Seminole Blvd F. M. Rehab
Start Date: January 2019
Contact: Lynn Jarrell – (407)773-3203

Entity: Volusia County
Location: Halifax Plantation, Ormond Beach, FL
Contract Cost: \$251,250.00
Job Description: 6" Concentrate main

Job Name: Halifax Plantation
Start Date: November 2019
Contact: Scott Mays – (386)943-7027

Entity: JEA
Location: Trednick Parkway, Jacksonville, FL
Contract Cost: \$2,061,951.00
Job Description: 10" & 12" reuse

Job Name: Trednick Parkway, Jacksonville
Start Date: October 2019
Contact: Tom Hamilton – (904)665-5797

Entity: City of St Augustine
Location: Riberia – Dehaven Street, St Augustine, FL
Contract Cost: \$1,503,299.00
Job Description: 15" & 18" storm, 8" sewer and 6" water

Job Name: Lincolnville Utility Rehab
Start Date: July 2020
Contact: Jes Beach – (904)209-4227

Entity: City of Orlando – IFB19-0005

Location: Plaza Terrace Drive

Contract Cost: \$850,000.00

Job Description: 8" sanitary sewer

Job Name: Plaza Terrace Dr. Sew Replacement

Start Date: June 2019

Contact: Adam Walosik – (407)246-3528

Entity: Augustine Development Group

Location: Comares Ave, St Augustine, FL

Contract Cost: \$615,975.00

Job Description: SD, SM, WM

Job Name: Cortez on the Water

Start Date: February 2019

Contact: Brian Greiner – (904)347-8331

Entity: FDOT/Superior Construction – Project 440557-7-52-01

Location: A1A Flagler County Seawall, FL

Contract Cost: \$1,197,000.00

Job Description: 5369 LF – 12" PVC water main, 850 LF of 8" gravity sewer

Job Name: SR A1A

Start Date: February 2019

Contact: David Blair – (352)208-3762

Entity: FDOT – Project 41021667207

Location: Beach Blvd, Jacksonville, FL

Contract Cost: \$120,000.00

Job Description: Storm drain replacement

Job Name: SR 212, Beach Blvd

Start Date: July 2018

Contact: Jim Brown – (386)758-3798

Entity: FDOT – Project 41021677204

Location: Beach Blvd, Jacksonville, FL

Contract Cost: \$162,000.00

Job Description: Storm drain replacement

Job name: SR 212, Beach Blvd

Start Date: July 2018

Contact: Jim Brown – (386)758-3798

Entity: City of Holly Hill

Location: 7th Street, Holly Hill, FL

Contract Cost: \$300,000.00

Job Description: Storm sewer

Job Name: 7th Street Drainage Improvements

Start Date: December 2017

Contact: Walt Smyser – (386)348-9463

Entity: FDOT

Location: SR 483, Volusia County

Contract Cost: \$419755.00

Job Description: Ditch Grading

Job Name: Volusia SR 483 Ditch Grading

Start Date: October 2019

Contact: Charles Long -407-415-0764

Entity: Volusia County Utility

Location: Volusia County, FL

Contract Cost: \$251,250.00

Job Description: Concentrate Main

Job Name: Halifax Concentrate Main

Start Date: August 2019

Contact: Inga Fegley – 386-626-6623

Entity: City of DeLand

Location: DeLand, FL

Contract: \$681,837.24

Job Description: Reclaimed Water Main Ext.

Job Name: DeLand RCWM Phase 4

Start Date: March 2020

Contact: Keith Riger – 386-761-6810

Entity: Town of Orange Park

Location: Orange Park, FL

Contract: \$45,670.00

Job Description: Force Main

Job Name: Grove Park & Gano Force Main

Start Date: March 2020

Contact: Eric Sanders – 904-448-5300

Entity: Putnam County
Location: Putnam County, Fl
Contract: \$272,301.60
Job Description: Drainage Improvements

Job Name: East Lar Lane Drainage Outfall
Start Date: January 2021
Contact: Mike Rodriguez – 386-329-0346

Entity: Putnam County
Location: Putnam County, Fl
Contract: \$407,150.00
Job Description: Drainage Improvements

Job Description: E Towles Rd Drainage
Start Date: January 2021
Contact: Mike Rodriguez – 386-329-0346

Excavator

1	101		Twin Creeks				
2	102	SGJ20360	Deland	Excavator	2018	Linkbelt	
3	103		Cemetery	Excavator	2017	Caterpillar	
4	104		Davenport	Excavator	2017	Linkbelt	
5	105		Deland	Excavator	2018	Linkbelt	
6	106		Davenport	Excavator	2018	Case	
7	107		Davenport	Excavator	2019	John Deere	
8	108		Davenport	Mini Ex	2017	Case	
				Mini Ex	2017	Case	

Loaders

9	109						
10	110		Deland	Loader	2018	Hitachi	
11	111		Cemetery	Loader	2018	Hitachi	
12	112		Twin Creeks	Loader	2018	Hitachi	
13	113		Davenport	Loader	2018	Hitachi	
			Davenport	Loader	2019	Kawasaki	

Grader/Dozer/skidsteer

14	114						
15	115		Deland	Dozer	2019	Komatsu	
16	116	159169	Linconville	Grader	2019	John Deere	
17	117		Deland	Skid Steer	207	Bobcat	
			Davenport	Skid Steer	2018	Caterpillar	

Small Equipment

18	118						
19	119	39865	Davenport	Pull Behind Broom	2018	Broce	
20	120		Deland	Broom Attachment	2018	Bobcat	
21	121		Deland	Milling Head	2015	Felcon	
22	122	08-002805	Deland	Bushhog	2017	Felcon	
23	123		Twin Creeks	Light Tower	2018	Caterpillar	
24	124		Deland	Rolelr		Saki	
					1998	Thompson	
25	125	H1990190		Double Roller Drum	2010	Hamm	
26	126	32731		Pull behind Broom	2016	Laymoor	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2021

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

Brown & Brown of Florida, Inc.
P.O. Box 2412

Daytona Beach

INSURED

DB CIVIL CONSTRUCTION, LLC
4475 US-1 SOUTH SUITE 707

ST. AUGUSTINE

FL 32115-2412

FL 32086

CONTACT NAME: Denise DAbato

PHONE (A/C, No, Ext): (386) 239-7281

E-MAIL ADDRESS: ddabato@bbdaytona.com

FAX (A/C, No): (386) 323-9121

INSURER(S) AFFORDING COVERAGE

INSURER A:	NAIC #
Great American E&S Insurance Company	37532
INSURER B: Auto-Owners Insurance Company	18988
INSURER C: XL Specialty Insurance Company	37885
INSURER D: Bridgefield Casualty Insurance Company	10335
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2021-22

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER			E736638	06/28/2021	06/28/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPI/OP AGG \$ 5,000,000 Pollution \$ \$5m/\$5m
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5185713701	06/28/2021	06/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
D	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	N/A	196-53348	07/26/2021	07/26/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			UM00116969MA21A	06/28/2021	06/28/2022	Leased/rented \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE NOTES FOR POLICY COVERAGE FORMS FOR INFORMATION

CERTIFICATE HOLDER

DB CIVIL CONSTRUCTION LLC
4475 US-1 SOUTH STE 707

ST AUGUSTINE

FL 32086

CANCELLATION

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

[Signature]

5. REFERENCES

5.1 Trade references: Synergy Equipment John Sheffield

5.2 Bank references: Suntrust Bob Ludlow

Signed by:

Connie Baylor

Name:

Connie Baylor

Title:

Manager

On this 30 day of August, 2021

VERIFICATION

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for Connie Baylor, and that he has been authorized by Dalton Baylor to execute the attached Questionnaire on behalf of the Bidder in favor of the Owner.

Subscribed and sworn before me this 30th day of August, 2021

Notary Public

Jessica Loos

My Commission expires



CITY OF
KISSIMMEE
1 8 8 3

July 26, 2021

Addendum No. 1

Project: Hudson Street Improvements Project
Bid No: IFB2021-003 (re-bid)

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.myvendorlink.com/common/register.aspx>. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:

To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message, you have requested updates and/or information for a particular project or service which can be obtained by registering with

<https://www.demandstar.com/registration>. Registering with Demandstar will ensure that you receive notifications, and of any changes to an advertised solicitation.

It shall be the sole responsibility of the bidder to have their bid electronically delivered to Procurement Services Division for receipt on or before the above stated time and date.

Non-Mandatory Pre-bid Meeting Update

The scheduled Pre-bid Meeting located at the Kissimmee City Hall on August 2, 2021 at 10:00am has been moved to a teleconference platform.

You are invited to a Zoom meeting.

When: August 2, 2021 10:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZwocuuhrj8uH9SCUcZmtDJzybU8FnExcVWR>

After registering, you will receive a confirmation email containing information about joining the meeting.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

Cam Bay
(Signature)

COMPANY NAME

COMPANY ADDRESS

BY: Cam Bay
(signature)

manager
(typed name/title of signer)

DATE: 8.30.21

EMAIL: estimating@DBCcivilconstruction.com



August 17, 2021

Addendum No. 2

Project: Hudson Street Improvements Project
Bid No: IFB2021-003 (re-bid)

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Is it possible to bid only the TWA Utilities portion of this job?

Answer: The contractor participating in this project must bid on both the roadway and utility portions.

IFB2021-003 (re-bid) Hudson Street Improvements Project Bid Opening

You are invited to a Zoom meeting.

When: Aug 30, 2021 02:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZUocu6tqjljEt3FPeSMYEC6zkdrwJrcP9hL>

After registering, you will receive a confirmation email containing information about joining the meeting.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

(Signature)

COMPANY NAME

COMPANY ADDRESS

BY: Cn Bay

(signature)

DATE:

8-30-21

Connie Bayler Manager

(typed name/title of signer)

EMAIL:

estimating@DB Civil

Construction. ca

CITY OF
KISSIMMEE
1883

August 19, 2021

Addendum No. 3

Project: Hudson Street Improvements Project
Bid No: IFB2021-003 (re-bid)

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

- **Question:** What is the estimate or budget for the Kissimmee bid and the estimate for the TWA bid?

Answer: Kissimmee bid portion - \$321,010.50
Toho Water Authority bid portion - \$290,167.50

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 3 (IF APPLICABLE)

Car Bay
(Signature)

COMPANY NAME

COMPANY ADDRESS

BY: Car Bay

(signature)

DATE: 8-30-21

Connie Baylor
(typed name/title of signer)
Manager

EMAIL: estimating@DBCivilConstruction.com

**CITY OF KISSIMMEE
HUDSON STREET IMPROVEMENTS PROJECT
(This Form Must Be Used)**

That we, DB Civil Construction, LLC

_____ (hereinafter call the Surety), a corporation created and existing under the laws of the State of South Dakota, whose principal office is _____

*OF TOTAL AMOUNT BID

This Bid Bond shall be the guaranty and shall be valid as provided for the project identified hereinabove.

-23-

DB Civil Construction, LLC

Principal

By: Corey Bayl, Manager

(Corporation Must Affix Seal)

Title: _____

Western Surety Company

Surety

By: Sean McCauley, Jr.

(Surety Must Affix Seal)

Title: Attorney-In-Fact

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-fact must be attached.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sean McCauley Jr, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 15th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24 day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

NOTARY ACKNOWLEDGEMENT

County of Dallas

On this the 24 day of August, 20 21, before me, Claudia Nuñez (name of notary), personally appeared Sean McCauley, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that he (he/she/they) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Date: 8/24/21

Claudia Nuñez

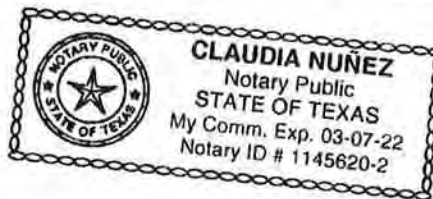
Notary Public

Print Name: Claudia Nuñez

Notary ID: 1145620-2

My Commission Expires:

March 7, 2022



SECTION 00300
BID FORM PROPOSAL TO THE TOHOPEKALIGA WATER AUTHORITY
FOR THE CONSTRUCTION OF THE HUDSON STREET IMPROVEMENTS PROJECT

Name of Bidder: DB Civil construction, LLC
Street Address: 4475 US 1 S, Ste 707
Phone Number: (St. Augustine, FL 32086
386-256-7460

Mailing Address:
City/State/Zip:
Fax Number: ()

TO: TOHOPEKALIGA WATER AUTHORITY (TWA)

Pursuant to and in compliance with your notice inviting sealed proposals (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the contract documents, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda Nos.

1/A through _____ on file at the _____ for the prices hereinafter set forth.

The undersigned bidder agrees that the Work shall be completed according to the schedule set forth in the Agreement. The undersigned bidder further agrees to pay liquidated damages as described herein and as may be provided in the Supplementary Conditions, which shall be in addition to such other amounts for actual delay damages.

Bid prices must be stated in words in accordance with paragraph 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose.

The undersigned as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with TWA in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates and Policies, that he will comply with all requirements of the Contract Documents, that he is aware that failure to properly comply with the requirements set out in the failure to properly comply with the requirements set out in the "Instruction to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the ENGINEER.

Pursuant to and in compliance with your Invitation for Bid, the Instruction to Bidders, Special Provision, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the contract documents and all addenda, if any, issued prior to the date of this proposal at the price herein as follows:

**SECTION 00300
PROPOSAL AND BID FORM**

Bid Form for the Hudson Street Improvements Project

Date: 4-29-2020

GENERAL CONDITIONS					
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	GENERAL REQUIREMENTS, BONDS & PERMITS	2,500.00	2,500.00
2	1	LS	MOBILIZATION & DEMOBILIZATION	25,000.00	25,000.00
3	1	LS	INDEMNIFICATION	\$100.00	\$100.00
4	1	LS	UTILITY LOCATES IN ADVANCE OF CONSTRUCTION	7,000.00	7,000.00
5	1	LS	MAINTENANCE OF TRAFFIC	10,000.00	10,000.00

Sub-Total (In Numbers) 44,600.00

DEMOLITION POTABLE WATER					
	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9	670	LF	REMOVE EXISTNG 6" WATER MAIN	13.00	8,710.00
10	19	EA	REMOVE SINGLE SERVICE	400.00	7,600.00

Sub-Total (In Numbers) 16,310.00

POTABLE WATER					
	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
11	1	EA	CONNECT TO EXISTING	3,000.00	3,000.00
12	670	LF	6" PVC WATER MAIN	50.00	33,500.00
13	19	EA	SINGLE WATER SERVICE	1,100.00	20,900.00
14	1	EA	22.5 DEGREE BEND	500.00	500.00
15	6	EA	45 DEGREE BEND	500.00	3,000.00
16	1	EA	6" TAPPING SLEEVE & VALVE	7,000.00	7,000.00
17	1	EA	REMOVE EXISTING FIRE HYDRANT	1,200.00	1,200.00
18	1	EA	FIRE HYDRANT ASSEMBLY	5,800.00	5,800.00

Sub-Total (In Numbers) 74,900.00

DEMOLITION SANITARY SEWER					
	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
24	624	LF	REMOVE EXISTING 8" SEWER MAIN	20.00	12,480
25	3	EA	REMOVE SANITARY MANHOLE	1,200.00	3,600.00
26	19	EA	REMOVE SANITARY SERVICE	300.00	5,700

Sub-Total (In Numbers) 21,780.00

SANITARY SEWER					
	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
27	1	LS	CONNECT TO EXISTING	15,000	15,000
28	624	LF	8" PVC SANITARY SEWER MAIN	65.00	40,560
29	2	EA	SANITARY MANHOLE	8,000.00	16,000
30	19	EA	SINGLE SANITARY SERVICE	2,500.00	47,500

Sub-Total (In Numbers) 119,060.00

TOTAL BID (In Numbers) 276, 650.00

TOTAL BID (In Words) Two hundred seventy six thousand six hundred fifty dollars

The Work shall be substantially completed as described in paragraph 14.13 of the General Conditions, within **60 days (All work must be completed in conjunction with the Hudson Street demolition/removal phase as indicated in the construction plans. Liquidated damages will be applied for work extending beyond the Hudson Street demolition/removal stage** after the date when the Contract Time begins to run as provided in paragraph 2.2 of the General Conditions. The Work shall be completed, ready for final payment in accordance with paragraph 14.14 of the General Conditions, within thirty (30) days after the actual date of Substantial Completion, unless agreed to otherwise in writing.

The TWA and CONTRACTOR recognize that time is of the essence of this Contract and Contractor recognized that TWA will suffer financial loss if the Work is not substantially completed as described in Article 14.8 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual delay damages (excluding engineering fees and inspection costs) suffered by the TWA if the work is not completed on time. Accordingly, CONTRACTOR agrees to pay TWA as liquidated damages **\$1,500** per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion (defined as **60** days starting when the Contract Time starts to run as provided in Article 2.2 of the General Conditions) until the Work is substantially complete. The Work shall be completed, ready for final payment in accordance with Article 14.13 of the General Conditions, within **thirty (30) days** after the actual date of Substantial Completion, unless agreed to otherwise in writing. The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the TWA'S expenses for engineering fees and inspection costs arising from CONTRACTOR's delay in meeting either or both the Substantial Completion and Final Completion dates.

ACCOMPANYING THIS PROPOSAL IS:

Bid Bond 5%

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the TOHOPEKALIGA WATER AUTHORITY. The undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to TWA as liquidated damages in case this proposal is accepted by TWA and the undersigned fails to execute a contract with TWA as specified in the contract documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to the OWNER, and accompanied by the required certificates of insurance coverage.

Should TWA be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay TWA's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or the interested person in a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and general manager thereof; if a partnership, state true names of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full; if bidders or other interested person is a joint venture, state the name of joint venture and all joint ventures; if bidder or other interested person is a legal entity not mentioned here, state name and designate the form of the entity.)

SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions or "or-equal" items will not be considered until after the "effective date of the Agreement" and will be evaluated in accordance with Article 6.7 of the General Conditions. If Bidder intends to propose substitutions or "or-equal" items after the "effective date of the Agreement," it is agreed that these items shall be listed on the Substitution List included with the Bid Form (provided herein) with a deductive amount representing 50 percent of the total savings between the named item and the proposed item.

The undersigned as Bidder also agrees that if a substitution or "or-equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to TWA if TWA accepts the proposed item in accordance with Article 6.7 of the General Conditions.

(This portion intentionally left blank)

SUBSTITUTION LIST

Bidder offers the following substitutions and "or equal" items:

Item Number: N/A
Equipment Item or Material: _____
Specification Section: _____
Alternative Manufacturer/Supplier (List One Only): _____
*Deductible Amount (Indicate Whether Lump Sum or Unit Price): _____

Item Number: _____
Equipment Item or Material: _____
Specification Section: _____
Alternative Manufacturer/Supplier (List One Only): _____
*Deductible Amount (Indicate Whether Lump Sum or Unit Price) _____

* Represents 50% of the difference in cost in accordance with paragraph 6.7.5 the General Conditions.

(Bidder may make and attach additional copies of this page as required.)

NOTE: If a bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

Bidder:

(Type or Print)

By: DB Civil construction, LLC

Name: Connie Baylor

Title: Manager

Dated: 8-20-21 20

(Corporate Seal)

Attest (if corporation) LLC

By: Cm Baylor
(Signature)

Name: Connie Baylor

Title: Manager

Witnesses: _____
(if partnership or individual)

Signature Cm Baylor

Type text here

**SECTION 00300
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we DB Civil Construction, LLC, as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the Tohopekaliga Water Authority, hereinafter called TWA in the penal sum of FIVE PERCENT OF TOTAL AMOUNT BID Dollars (\$ 5% of TAB), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated , 20 21 , for the construction of.

Hudson Street Improvements Project

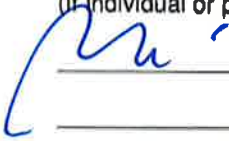
NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents, and shall within fifteen (15) calendar days after receipt of the Notice of Award enter into a written contract with TWA in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and materialmen, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with all other contract provisions, or in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to give such bonds within the time specified, or failure to provide the required evidence of insurance, or failure to comply with the other requirements of the Contract Documents, or otherwise, if the Principal shall within sixty (60) days after request by TWA pay to TWA the difference between the amount specified in said bid and the amount for which TWA may procure the required work if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if TWA is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorney's fees and costs, including attorney's fees and costs in appellate proceedings.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 25 day of August , 20 21 in the name of corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES

(If individual or partnership)



PRINCIPAL DB Civil Construction, LLC

BY: _____

(signature)

BY: _____

(signature)

Name: 
Title: Manager

ATTEST (If corporation)

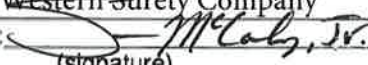
By: _____
(signature)

Name: _____
Title: _____

(Corporate Seal)

SURETY

~~Western Surety Company~~

By: 
(signature)

Name: Sean McCauley, Jr.
Title: Attorney-In-Fact
(Surety Seal)

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety

Any claims under this bond may be addressed to:

Western Surety Company

Name of Surety

151 N. Franklin, 17th Floor, Chicago, IL 60606

Mailing Address

151 N. Franklin, 17th Floor, Chicago, IL 60606

Street Address

Name and mailing address of agent or
representative in Florida if different from above
Hackett Bonds & Insurance Services

Attn: Sean McCauley, Jr., Attorney-In-Fact

5757 Alpha Rd., Suite 235

Dallas, TX 75240

Telephone number of Surety

(1-877) 672-6115

and agent or representative in Florida

(214) 989-7047

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sean McCauley Jr, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25 day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

**SECTION 00310
AFFIDAVIT OF NON-COLLUSION
AND OF NON-INTEREST OF TWA EMPLOYEES**

DESCRIPTION OF CONTRACT: Hudson Street Improvements Project

STATE OF FLORIDA

COUNTY OF _____ ss}
_____ }

DB Civil construction, LLC

Cam Burt, ** being first duly sworn, deposes and says that he (it) is the bidder in the above bid, that the only person or persons interested in said bid are named therein; that no officer, employee or agent of the Tohopekaliga Water Authority or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant

Sworn and subscribed before me this 30th day of August, 2021 in the State of Florida, County of St. Johns.

Notary Public

My Commission Expires:

Jessica Loos



** NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

END OF SECTION

NOTARY ACKNOWLEDGEMENT

County of Dallas

On this the 25 day of August, 20 21, before me, Claudia Nuñez (name of notary), personally appeared Sean McCauley, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that he (he/she/they) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Date: 8/25/21
Claudia Nuñez

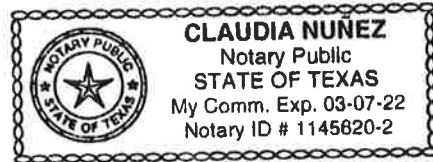
Notary Public

Print Name: Claudia Nuñez

Notary ID: 1145620-2

My Commission Expires:

March 7, 2022



Bid or Contract No. _____

**SECTION 00330
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

DESCRIPTION OF CONTRACT: Hudson Street Improvements Project

STATE OF FLORIDA

COUNTY OF St. Johns }ss

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

1. The business address of 4475 US 1 S, Ste 707, St Augustine, FL 32086 (name of bidder or contractor, is) DB Civil construction, LLC

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

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

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

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

(Draw a line through paragraph 5 if paragraph 6 below applies.)

~~6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____~~

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

Signed by: Cm Baylor

Name: Connie Baylor

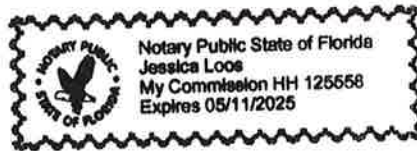
Title: Manager

On 30 day of August, 2021

Sworn and subscribed before me in the state and county first mentioned above on the 30th day of August, 2021.

Jessica Loos
Notary Public

(affix seal)



My commission expires _____

END OF SECTION

**SECTION 00420
QUESTIONNAIRE**

Description of Contract: Hudson Street Improvements Project

Bidder: DB Civil construction, LLC

NOTES TO THE BIDDER:

- (A) The OWNER may require Low Bidder, and any other Bidders, to complete and submit this form in addition to the "Standard Questionnaires and Financial Statement for Bidders" named in Article 16 of the Instructions to Bidders, within the time required by Article 16 of the Instructions to Bidders.
- (B) The undersigned Bidder warrants that all statements and answer made to the interrogatories that follow are current, accurate and complete as of the date indicated below.

1. ORGANIZATION

1.1 Date of organization (or incorporation) Florida State
of incorporation 3/2017 (IRS) EIN 82-1245533

1.2 Title and name of Principals (President, Vice-President, Secretary and Treasurer, if a corporation; partners, if a partnership) Dalton Baylor VP, Connie Baylor Manager

1.3 If your organization has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, disclose with this Questionnaire all material facts pertaining to any such felony conviction or any such pending felony charges against (a) your organization, (b) any business entity related to or affiliated with your organization, or © any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity.

Attachment N/A, consisting of _____ pages.

2. LICENSING

2.1 If your organization holds valid contractors licenses covering all classifications and subclassifications of work which your organization intends to self-perform, attach a list of all such licenses together with a copy of each license.

Attachment _____, consisting of 2 pages.

3. EXPERIENCE

3.1 Attach a list of all contracts or subcontracts over \$ _____ similar in character and scope to the Work under the Bidding Documents which your organization has performed over the last five (5) years. For each contract or subcontract, include the OWNER'S contract number, contract title, contract price, substantial completion date or percent complete (if not completed), and the name, address and telephone number of a representative of the owner familiar with your organization and its work.

Attachment _____, consisting of 6 pages.

3.2 Within the last five (5) years, have any claims arising from or relating to a contract or subcontract been made against your organization or any officer or partner of your organization which resulted in litigation or arbitration? N/A If so, the Bidder (or nominated subcontractor) shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment _____, consisting of _____ pages.

3.3 Within the last five (5) years, has your organization or an officer or partner of your organization made any claims arising from or relating to a contract or subcontract which resulted in litigation or arbitration? N/A If so, the Bidder (or nominated Subcontractor) shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment _____, consisting of _____ pages.

4. ADDITIONAL QUALIFICATIONS

4.1 Does your organization rent or lease equipment or facilities from other affiliate organizations? as needed - If so, state the name of the affiliate organization(s) Syngenta

4.2 Credit available? \$ upon award



GREATER ORLANDO
AVIATION AUTHORITY



see p. 2012-2
CAP 2012-2013

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

237110


Samuel Febrés

Samuel (Sammy) Febrés

DBE & Small Business Development Manager

Florida Department of Transportation



 Tampa
International Airport





Ron DeSantis, Governor

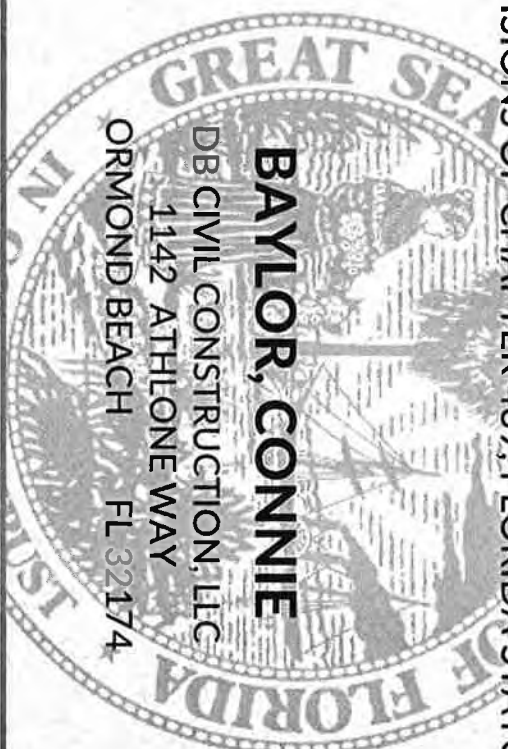
Julie I. Brown, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BAYLOR, CONNIE

DB CIVIL CONSTRUCTION, LLC

1142 ATHLONE WAY

ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**CIVIL
CONSTRUCTION**

EXPERIENCE

DB CIVIL CONSTRUCTION, LLC St. Augustine, Florida
Sr Manager / Chief Estimator

2020 to Present

- Oversight of Business Development and Estimating
- Development of Project Management and Field Supervision Policy & Procedure Implementation

FLORIDA SAFETY CONTRACTORS, INC Tampa, Florida
Sr Manager / Chief Estimator

2010 to 2020

- Company Qualifier for their General Contractors License
- The last nine months of 2018 FSC became the 3rd largest Florida DOT in total dollars bid and awarded
- Oversight of multiple FDOT projects involving 33,000 SY of Flexible Paving 4 miles of Drainage Systems, 30 Traffic Signals, 120 Street Light Poles, 2 miles of Utilities, 20 Overhead Trusses & 210 Post Mounted Signs, 17 Miles of Curb & Sidewalks, 40,000 SY of Grassing, and 2 Miles of Fencing

OSP MANAFEMENT, INC Clermont, Florida
Vice President

2007 to 2010

- Construction oversight of a 60 Mile Design-Build LOC project for Keys Energy
- Installed 5 Fiber Optic Signal Interconnects as a subcontractor to DOT Signal Contractors

GIBBS & REGISTER, INC. Winter Garden, Florida
Vice President

2002 to 2007

- Increased the companies Florida DOT capacity rating from \$24 million to \$36 million
- Developed detailed job & equipment costing systems
- Oversight of multiple FDOT projects involving 120,000 SY of Flexible Paving, 5 Miles of Drainage Systems, 3 Minor Bridges, 4 Miles of Utilities, 6 Lift Stations, 12 Miles of Curb & Sidewalks, 55,000 SY of Grassing, and 3 Miles of Fencing

RYAN INC. EASTERN Winter Garden, Florida
Sr Manager / Chief Estimator

2004 to 2002

- Instituted detailed project schedules with field production requirements
- Oversight of multiple Municipal projects involving 20,000 SY of Flexible Paving, 3,000 LF of Drainage Systems, 2 Minor Bridges, 2,000 LF of Utilities, 2 Lift Stations, 13 Miles of Curb & Sidewalks, Grassing and Fencing

BERGERON LAND DEVELOPMENT, INC. Kissimmee, FL
Central Florida Division Manager

1992 to 2000

- Revamped the equipment costing actual cost came within 2% of allocated cost
- Prepared and negotiated over \$10 million of construction claims with FDOT
- Oversight of FDOT Highway and Urban Roadway projects involving 500,000 SY of Flexible Paving, 20 miles of Drainage Systems, 6 Minor Bridges, 1 million cubic yards of Grading, 2 Miles of Utilities, 10 Retaining Walls, 7 Miles of Curb & Sidewalks, 350,000 SY of Grassing, and 6 Miles of Fencing

BETTER ROADS, INC. Naples, Florida
Division Manager

1986 to 1992

- Developed job and equipment systems
- The first company in the State to institute computerized estimating and quantity take offs
- Oversight of FDOT Highway and Urban Roadway projects involving 20 miles of Flexible Paving on I-75 Alligator Alley, 115,000 TN of Structural Asphalt, Drainage Systems, 3 Minor Bridges, 1.2 million cubic yards of Grading, Utilities, 3 Retaining Walls, 2 Miles of Curb & Sidewalks, 230,000 SY of Grassing, and 4 Miles of Fencing

AJ JOHNS, INC Jacksonville, Florida
Project Superintendent

1983 to 1986

- Construction oversight of 35,000 SY of Flexible Paving, 5 miles of Drainage Systems, 240,000 CY of Grading, 9 Miles of Utilities, and 6 Lift Stations

EDUCATION

Technical Degree in Civil Engineering

Additional Coursework and Professional Development in

Project Management, Construction Contracts & Liability, ATSSA Maintenance of Traffic, CPM Scheduling, OSHA Record Keeping, Trench Safety & Confined Space, Construction Claims, and Labor Laws

RESUME

David R. Borchert

Florida Certified General Contractor - CGC1516846

Senior Manager / Chief Estimator

SUMMARY OF QUALIFICATIONS

Over 35 years of Supervisory and Management Responsibilities, Experienced working with over 75 local Municipalities, Florida DOT, FAA, Corps of Engineers, Water Management Districts, DOI, DOD, CDBG, CM Firms, Private Developers & Utilities, AT&T, Wal-Mart, Theme Parks, Development Districts, and General Contractors

FDOT WORK CLASS EXPERIENCE

3. DRAINAGE
8. ELECTRICAL WORK
9. FENCING
10. FLEXIBLE PAVING
11. GRADING
12. GRASSING, SEEDING & SODDING
27. MINOR BRIDGES
38. ROADWAY SIGNING
39. TRAFFIC SIGNAL
40. SIDEWALK
40. CURBS
40. HANDRAILS
40. LIFT STATION
40. RIP RAP
40. RUBBLE RIP RAP
40. TRAFFIC SEPARATORS
40. UNDERGROUND UTILITIES

PROJECT LIST

I-75 (Alligator Alley) (Collier County)
Contract Amounts - \$23,100,000
Agency - Florida DOT (multiple contracts)

Florida Turnpike (Broward & Palm Beach County)
Contract Amounts - \$18,900,000
Agency - Florida DOT (multiple contracts)

SR 417 Greenway Expressway (Orange County)
Contract Amounts - \$13,500,000
Agency - Orlando Orange County Expressway

US 17 (Palm County)
Contract Amount - \$13,300,000
Agency - Florida DOT

SR 60 (Hillsborough County)
Contract Amount - \$6,800,000
Agency - Florida DOT

Enterprise Road (Volusia County)
Contract Amount - \$7,900,000
Agency - Volusia County

Curryford Road Extension (Orange County)
Contract Amount - \$11,400,000
Agency - Orange County

Cleveland Street (Pinellas County)
Contract Amount - \$7,400,000
Agency - City of Clearwater

SR 551 Goldenrod Road (Orange County)
Contract Amount - \$11,700,000
Agency - Florida DOT



CIVIL CONSTRUCTION

EXPERIENCE

DB CIVIL CONSTRUCTION, LLC St. Augustine, Florida

2017 to Present

Managing partner / Owner

- Oversight of all Company functions including, Operations, Financial, Project Management, Safety, Business Development, and Equipment Purchases & Maintenance
- Oversee overall financial management, planning, systems and controls
- Oversight of Multiple Projects simultaneously
- Managed and Supervised the City of Davenport Water Line Replacement Project involving, 55,000 LF of new 6" to 16" Watermain, 850 LF of Jack & Bore, 1,500 LF of HDD, and Roadway Reconstruction with Stabilized Subgrade, Limerock Base, & Asphalt Paving
- Managed and Supervised 2 FDOT Drainage Replacement projects on SR 212 involving, Removing & Replacing 42" & 48" RCP, Drainage Structures, and Roadway Reconstruction with Stabilized Subgrade Limerock Base & Asphalt Paving
- Managed and Supervised FDOT T341 DR A1A as a subcontractor involving, 7,000 LF of Watermain relocation
- Managed and Supervised the Lincolnville Region Utility Rehab - CDBG project involving, Water & Sewer Mains, New Drainage Systems, and Roadway Reconstruction with Stabilized Subgrade Limerock Base, & Asphalt Paving
- Managed and Supervised multiple other projects involving, Water & Sewer Mains, Lift Stations, New Drainage Systems, and Roadway Reconstruction with Stabilized Subgrade Limerock Base, & Asphalt

PETTCOAT-SCHMITT CONTRACTORS Jacksonville, FL

2014 to 2017

Project Manager / Estimator

- Managed estimation and construction of multiple projects including Wastewater Treatment Plants, Storm Drainage, Concrete Pavement, Roadway & Earthwork
- Insured cost effectiveness of the project while allowing high quality construction
- Pre-Construction Management including, hiring Subcontractors, Submittals, Inspecting, Coordinated Planning Meetings with City, County, and FDOT officials

PEPPER CONTRACTING, INC. Tampa, FL

2013 to 2014

Project Manager / Estimator

- Managed estimation and construction of multiple projects including Wastewater Treatment Plants, Storm Drainage, Concrete Pavement, Roadway & Earthwork
- Formulated bids and attended bidding activities
- Estimating responsibilities included reviewing plans and specifications, as well as to determine the amount of labor and equipment needed to accurately provide a proposal

ALTO CONSTRUCTION, INC. Tampa, FL

2012 to 2013

Project Manager / Estimator

- Managed estimation and construction of multiple projects including take offs for Underground Utility, Concrete Pavement, Roadway & Earthwork

DRIVEWAY MAINTENANCE INC. Tampa, FL

2011 to 2012

Supervisor / Estimator

- Duties included direct leadership for employees and subcontractors and scheduling of activities for Grading, Storm Drainage, Roadway Subgrading & Base, and Asphalt Paving
- Coordinated logistics, material deliveries, and trucking service

C.W.B CONSTRUCTION Burnett, FL

2009 to 2011

Supervisor

- Duties included direct leadership for employees on 3 crews and scheduling of activities for Grading, Storm Drainage, Utilities, and Roadway Subgrading & Base

R.A. SCOTT, INC. Daytona Beach, FL

2007 to 2009

Supervisor / Equipment Operator

- Duties included direct leadership for employees, scheduling of activities for Grading, Storm Drainage, Utilities, Roadway Subgrading & Base, and Operated Heavy Equipment

EDUCATION

Graduate of Santa Fe College of Gainesville Florida (Charles Perry School of Construction)

AAS in Construction Technology and AA in Business Education

Additional Coursework and Professional Development in

Management, ATSSA Maintenance of Traffic, CPM Scheduling, Labor & Employment Laws, Construction Accounting, Estimating Theory & Software, and Trench Safety & Confined Space

RESUME

Dalton Baylor

Managing Partner / Owner

SUMMARY OF QUALIFICATIONS

Over 13 years of Supervisory, Management, Bid Preparation, and Project Estimating Responsibilities. Experienced working with local Municipalities, Florida DOT, CM Firms, Private Developers & Utilities, and General Contractors. Substantial background in Underground Utility, Concrete Pavement, Roadway and Earthwork construction operations.

FDOT WORK CLASS EXPERIENCE

- 3. DRAINAGE
- 9. FENCING
- 10. FLEXIBLE PAVING
- 11. GRADING
- 12. GRASSING, SEEDING & SODDING
- 27. MINOR BRIDGES
- 29. PORTLAND CONCRETE PAVING
- 38. ROADWAY SIGNING
- 40. SIDEWALK
- 40. CURBS
- 40. HYDRAULICS
- 40. LIFTSTATION
- 40. RIP RAP
- 40. RUBBER RIPP RAP
- 40. TRAFFIC SEPARATORS
- 40. UNDERGROUND UTILITIES

PROJECT LIST

E2A30 SR212 Drainage (Duval County)
Contract Amount - \$17,000
Agency - FDOT

E2A19 SR212 Drainage (Duval County)
Contract Amount - \$162,500
Agency - FDOT

T5641 SR A1A Utilities (Baker County)
Contract Amount - \$1,200,000
Agency - FDOT - Superior Construction

Winter Haven Airport Access Road (Polk Co)
Contract Amount - \$527,000
Agency - City of Winter Haven

Lincolnville Region Utility Rehab (St Johns Co)
Contract Amount - \$1,439,000
Agency - City of St Augustine

Trednick Parkway (Duval County)
Contract Amount - \$2,100,000
Agency - JEA (Jacksonville Electric Auth)

Seminola Blvd Force Main (Seminole County)
Contract Amount - \$1,700,000
Agency - City of Casselberry

S Osceola Ave Sewer Imp (Orange County)
Contract Amount - \$830,000
Agency - City of Orlando

Kings Estates Road Drainage (St Johns County)
Contract Amount - \$340,000
Agency - St Johns County

Davenport Waterline Relocation (Polk County)
Contract Amount - \$6,540,000
Agency - City of Davenport



**CIVIL
CONSTRUCTION**

RESUME
Joshua C. Newman
Manager

SUMMARY OF QUALIFICATIONS

Over 20 years of Supervisory, Management, Bid Preparation, and Project Estimating Responsibilities. Experienced working with local Municipalities, Florida DOT, CM Firms, Private Developers & Utilities, Development Districts, and General Contractors. Extensive background in surveying with a Total Station & also using GPS, and versed in REXCON Concrete Plants and Concrete Mix Designs.

EXPERIENCE

DB CIVIL CONSTRUCTION, LLC St. Augustine, FL
Manager

2021 to Present

- Oversight of Multiple Projects involving Utilities, Roadway Construction, and Storm Drainage
- Development of Project Management and Field Data Reporting Procedures

ARTISIAN DEVELOPMENT Jacksonville FL
Vice President

2018 to 2020

- Development Projects from Multi Family to Single Family with Sales in excess of \$10 million
- Lead Estimator on all projects and Budget Forecasting
- Pre-Construction Management including, hiring Subcontractors, Submittals, Invoicing, Coordinated Planning Meetings with City, County, and FDOT officials

KT CARTER CONTRACTING, INC Jacksonville FL
Operations Manager

2017 to 2018

- Developed Projects with Roadways Multi Family Private and Commercial with Average Annual sales in excess of \$25 million
- Manage and increase the effectiveness and efficiency of Support Services (HR, IT and Finance)
- Oversee overall financial management, planning systems and controls
- Improved the operational systems, processes and policies in support of organizations mission

TEXAS STERLING CONSTRUCTION, INC. Ft. Worth Texas
Project Manager

2015 to 2017

- Planned, Scheduled & Executed all daily activities for Texas Sterling Construction's employees & subcontractors
- Responsible for projects Profit and Loss
- Oversight of the City of Garland Texas Miles Road & Bridge Project involving 73,000 CY of Structural fill, 45,000 SY of 10" Lime Treated Subgrade, Slip Formed 1,200 CY of 8" Portland Cement Concrete Roadway Paving, 1 Mile Multiple Span Bridge with concrete girders, precast deck panels, barrier wall, 160 concrete structures, observation decks and form lined columns, 150 Street Lights, Water, Sewer and Drainage improvements

LONE STAR CIVIL CONSTRUCTION, LLC Frisco TX
Project Manager

2014 to 2015

- Planned, Scheduled & Executed all daily activities for Lone Star Civil's employees & subcontractors
- Responsible for projects Profit and Loss
- Oversight of the 6 Lanning Murphy Road Project involving 1,800,000 CY of Structural Fill, 160,000 SY of 10" Lime Treated Subgrade, Slip Formed 141,000 SY of 8" Portland Cement Concrete Roadway Paving, 115 LF Single Span Bridge with concrete girders & precast deck panels, 3 miles of drainage systems with 24 - 60" RCP, 18,712 SY of Sidewalk & 53,559 LF of Curbs and 2 Signalized Intersections

AMERISEAL HIGHWAY STRIPING, INC. St. Augustine FL
Vice President of Operations

2010 to 2014

- Plan, design and conduct training programs for staff in new product lines and account tracking procedures
- Coordinate logistics, inventory control, and vendor relations as well as local and national contract negotiations, value engineering, and cost reductions in the Highway Marking industry
- Oversight of hundreds of miles of Highway Striping and Post Mounted Signage

FELIX ASSOCIATES, LLC Bronx NY
Project Manager

2006 to 2010

- Responsible for projects Profit and Loss
- Planned, Scheduled, Executed, Tracked & Managed all daily Activities
- Oversight of Highway and Urban Roadway projects involving, 110,000 SY of Flexible Paving, 2 Minor Bridges & 1 Over Water Bridge, 100,000 SF of P/C-18 sheet pile, 4,000 SY of Articulated-Block Slope Protection, 300,000 CY of Grading, 3,600 tons of Rip-Rap, 110 LF of Box Culvert, 5 Signalized Intersections, 8 Miles of Curb & Sidewalks, 160,000 SY of Grassing, and 3 Miles of Fencing

EDUCATION

Bachelors of Business Administration Degree (Stephen F. Austin State University)
PNP certification course (Villanova University)

Additional Coursework and Professional Development in

Management, ATSSA Maintenance of Traffic, CPM Scheduling, and Trench Safety & Confined Space

FDOT WORK CLASS EXPERIENCE

3. DRAINAGE
8. ELECTRICAL WORK
9. FENCING
10. FLEXIBLE PAVING
11. GRADING
12. GRASSING, SEEDING & SODDING
17. INTERMEDIATE BRIDGES
27. MINOR BRIDGES
29. PORTLAND CONCRETE PAVING
38. ROADWAY SIGNING
39. TRAFFIC SIGNAL
40. SIDEWALK
40. CURBS
40. HANDRAILS
40. LIFT STATION
40. REHAB OF CONCRETE PAVEMENT
40. RIP RAP
40. RUBBLE RIP RAP
40. TRAFFIC SEPARATORS
40. UNDERGROUND UTILITIES

PROJECT LIST

Miles Road & Bridge (Garland Texas)
Contract Amount - \$33,650,000
Agency - City of Garland Tx

FM 2551 (Murphy Road) (Anna Texas)
Contract Amount - \$17,925,000
Agency - Texas DOT

Cahoon Road (Duval County)
Contract Amount - \$10,500,000
Agency - Florida DOT

Bay Street Bridge (Duval County)
Contract Amount - \$5,000,000
Agency - Florida DOT

Hodges Boulevard (Duval County)
Contract Amount - \$32,000,000
Agency - Florida DOT

Amelia Walk (Nassau County)
Contract Amount - \$7,300,000
Agency - Private Developer per FDOT Specs

Amelia Concourse Unit 1 (Nassau County)
Contract Amount - \$8,600,000
Agency - Private Developer per FDOT Specs

Amelia Concourse Roadway (Nassau County)
Contract Amount - \$8,200,000
Agency - Private Developer per FDOT Specs



CIVIL CONSTRUCTION

4475 S. US 1, Ste 707
St. Augustine, FL 32086
(o)904-329-7672

REFERENCES

Entity: FDOT – Project #427986-1-72-20
Location: Volusia County, Florida
Contract Cost: \$413,864.50
Job Description: Storm drain

Job Name: Volusia Drainage Repair
Start Date: January 2020
Contact: Charles Long – (407)415-0764

Entity: City of Davenport
Location: Davenport, Florida
Contract Cost: \$6,200,000.00
Job Description: 60,000 linear feet of water main replacement

Job Name: Davenport WM Replacement
Start Date: October 2019
Contact: Aaron Perschan – (863)270-1292

Entity: City of Winter Haven
Location: City of Winter Haven, FL
Contract Cost: \$1,700,000.00
Job Description: Gravity sewer, lift station, water main & fiber

Job Name: Winter Haven Reg. Airport Utilities
Start Date: October 2019
Contact: Ron Bach – (863)287-3928

Entity: City of Casselberry
Job Location: Seminole Blvd in Casselberry, FL
Contract Cost: \$1,530,015.00
Job Description: Force main rehab

Job Name: Seminole Blvd F. M. Rehab
Start Date: January 2019
Contact: Lynn Jarrell – (407)773-3203

Entity: Volusia County
Location: Halifax Plantation, Ormond Beach, FL
Contract Cost: \$251,250.00
Job Description: 6" Concentrate main

Job Name: Halifax Plantation
Start Date: November 2019
Contact: Scott Mays – (386)943-7027

Entity: JEA
Location: Trednick Parkway, Jacksonville, FL
Contract Cost: \$2,061,951.00
Job Description: 10" & 12" reuse

Job Name: Trednick Parkway, Jacksonville
Start Date: October 2019
Contact: Tom Hamilton – (904)665-5797

Entity: City of St Augustine
Location: Riberia – Dehaven Street, St Augustine, FL
Contract Cost: \$1,503,299.00
Job Description: 15" & 18" storm, 8" sewer and 6" water

Job Name: Lincolnville Utility Rehab
Start Date: July 2020
Contact: Jes Beach – (904)209-4227

Entity: City of Orlando – IFB19-0005
Location: Plaza Terrace Drive
Contract Cost: \$850,000.00
Job Description: 8" sanitary sewer

Job Name: Plaza Terrace Dr. Sew Replacement
Start Date: June 2019
Contact: Adam Walosik – (407)246-3528

Entity: Augustine Development Group
Location: Comares Ave, St Augustine, FL
Contract Cost: \$615,975.00
Job Description: SD, SM, WM

Job Name: Cortez on the Water
Start Date: February 2019
Contact: Brian Greiner – (904)347-8331

Entity: FDOT/Superior Construction – Project 440557-7-52-01
Location: A1A Flagler County Seawall, FL
Contract Cost: \$1,197,000.00
Job Description: 5369 LF – 12" PVC water main, 850 LF of 8" gravity sewer

Job Name: SR A1A
Start Date: February 2019
Contact: David Blair – (352)208-3762

Entity: FDOT – Project 41021667207
Location: Beach Blvd, Jacksonville, FL
Contract Cost: \$120,000.00
Job Description: Storm drain replacement

Job Name: SR 212, Beach Blvd
Start Date: July 2018
Contact: Jim Brown – (386)758-3798

Entity: FDOT – Project 41021677204
Location: Beach Blvd, Jacksonville, FL
Contract Cost: \$162,000.00
Job Description: Storm drain replacement

Job name: SR 212, Beach Blvd
Start Date: July 2018
Contact: Jim Brown – (386)758-3798

Entity: City of Holly Hill
Location: 7th Street, Holly Hill, FL
Contract Cost: \$300,000.00
Job Description: Storm sewer

Job Name: 7th Street Drainage Improvements
Start Date: December 2017
Contact: Walt Smyser – (386)348-9463

Entity: FDOT
Location: SR 483, Volusia County
Contract Cost: \$419,755.00
Job Description: Ditch Grading

Job Name: Volusia SR 483 Ditch Grading
Start Date: October 2019
Contact: Charles Long -407-415-0764

Entity: Volusia County Utility
Location: Volusia County, FL
Contract Cost: \$251,250.00
Job Description: Concentrate Main

Job Name: Halifax Concentrate Main
Start Date: August 2019
Contact: Inga Fegley – 386-626-6623

Entity: City of DeLand
Location: DeLand, FL
Contract: \$681,837.24
Job Description: Reclaimed Water Main Ext.

Job Name: DeLand RCWM Phase 4
Start Date: March 2020
Contact: Keith Riger – 386-761-6810

Entity: Town of Orange Park
Location: Orange Park, FL
Contract: \$45,670.00
Job Description: Force Main

Job Name: Grove Park & Gano Force Main
Start Date: March 2020
Contact: Eric Sanders – 904-448-5300

Entity: Putnam County
Location: Putnam County, Fl
Contract: \$272,301.60
Job Description: Drainage Improvements

Job Name: East Lar Lane Drainage Outfall
Start Date: January 2021
Contact: Mike Rodriguez – 386-329-0346

Entity: Putnam County
Location: Putnam County, Fl
Contract: \$407,150.00
Job Description: Drainage Improvements

Job Description: E Towles Rd Drainage
Start Date: January 2021
Contact: Mike Rodriguez – 386-329-0346



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2021

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 Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CONTACT NAME: Denise DAbato PHONE (A/C, No, Ext): (386) 239-7281 FAX (A/C, No): (386) 323-9121 E-MAIL ADDRESS: ddabato@bbdaytona.com																						
INSURED DB CIVIL CONSTRUCTION, LLC 4475 US-1 SOUTH SUITE 707 ST. AUGUSTINE FL 32086		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great American E&S Insurance Company</td><td>37532</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D:</td><td>Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American E&S Insurance Company	37532	INSURER B:	Auto-Owners Insurance Company	18988	INSURER C:	XL Specialty Insurance Company	37885	INSURER D:	Bridgefield Casualty Insurance Company	10335	INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** 2021-22**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			E736638	06/28/2021	06/28/2022	EACH OCCURRENCE	\$ 5,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
							Pollution	\$ \$5m/\$5m
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5185713701	06/28/2021	06/28/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			BODILY INJURY (Per person)				\$	
			BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
							PIP	\$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE	\$
			AGGREGATE				\$	
							\$	
							\$	
D	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	N/A	196-53348	07/26/2021	07/26/2022	☒ PER STATUTE ☐ OTHER	
			E.L. EACH ACCIDENT				\$ 1,000,000	
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
C	Equipment Floater			UM00116969MA21A	06/28/2021	06/28/2022	Leased/rented	\$250,000

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

SEE NOTES FOR POLICY COVERAGE FORMS FOR INFORMATION

CERTIFICATE HOLDER**CANCELLATION**

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

DB CIVIL CONSTRUCTION LLC
4475 US-1 SOUTH STE 707

ST AUGUSTINE

FL 32086

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Excavator

1	101		Twin Creeks		2018	Linkbelt	
2	102	SGJ20360	Deland	Excavator	2017	Caterpillar	
3	103		Cemetery	Excavator	2017	Linkbelt	
4	104		Davenport	Excavator	2018	Linkbelt	
5	105		Deland	Excavator	2018	Case	
6	106		Davenport	Excavator	2019	John Deere	
7	107		Davenport	Mini Ex	2017	Case	
8	108		Davenport	Mini Ex	2017	Case	

Loaders

9	109		Deland	Loader	2018	Hitachi	
10	110		Cemetery	Loader	2018	Hitachi	
11	111		Twin Creeks	Loader	2018	Hitachi	
12	112		Davenport	Loader	2018	Hitachi	
13	113		Davenport	Loader	2019	Kawasaki	

Grader/Dozer/skidsteer

14	114		Deland	Dozer	2019	Komatsu	
15	115		Linconville	Grader	2019	John Deere	
16	116	159169	Deland	Skid Steer	207	Bobcat	
17	117		Davenport	Skid Steer	2018	Caterpillar	

Small Equipment

18	118		Davenport	Pull Behind Broom	2018	Broce	
19	119	39865	Deland	Broom Attachment	2018	Bobcat	
20	120		Deland	Milling Head	2015	Felcon	
21	121		Deland	Bushhog	2017	Felcon	
22	122	08-002805	Twin Creeks	Light Tower	2018	Caterpillar	
23	123		Deland	Rolelr		Saki	
24	124				1998	Thompson	

25	125	H1990190		Double Roller Drum	2010	Hamm	
26	126	32731		Pull behind Broom	2016	Laymoor	

5. REFERENCES

5.1 Trade references: Synergy Equipment Co - John Sheffield

5.2 Bank references: Suntrust Bob Ludlow

Signed by: Connie Baylor

Name: Connie Baylor

Title: Manager

on 30th day of August, 20 21

VERIFICATION

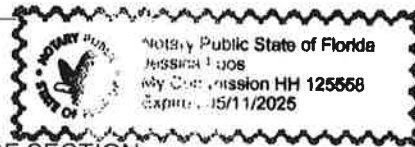
STATE OF FLORIDA
COUNTY OF _____ }ss
}

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Cm Bent to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for _____, and that he has been authorized by DB Civil Const. to execute the attached the attached Questionnaire on behalf of the Bidder in favor of the OWNER.

Subscribed and sworn before me this 30th day of August, 2021.

Jessica Loo
Notary Public

My Commission expires:



END OF SECTION

**SECTION 00520
FLORIDA TRENCH SAFETY ACT
AFFIDAVIT ATTACHMENT TO BID PROPOSAL**

DESCRIPTION OF CONTRACT: Hudson Street Improvements Project

TO: TOHOPEKALIGA WATER AUTHORITY
KISSIMMEE, FLORIDA

At the time the Bid Proposal is submitted, each Bidder shall attach to his bid a sworn statement executed by an officer of the firm or corporation submitting the Proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE of Florida, COUNTY of St Johns. Before me, the undersigned authority, personally appeared Connie Baylor, who being duly sworn, deposes and says he/she is DB Civil construction, LLC of Manager (Title) (Firm)

the Bidder submitting the attached proposal for the work covered by the Contract Documents for Tohopekaliga Water Authority.

The affiant further stated that he/she will fully comply with the applicable trench safety standards and all requirements of the Occupational Safety and Health Administration's (OSHA) excavation safety standards as defined in 29 CFR 1926.650 Sub-part P as required by the State of Florida Trench Safety Act, CS/SB 2626, and further that submittal of this Bid Proposal for the Project is full acknowledgment of the requirements and that the costs associated with said compliance have been included in the Bid Proposal.

DB Civil construction, LLC

C. Baylor (Bidder)

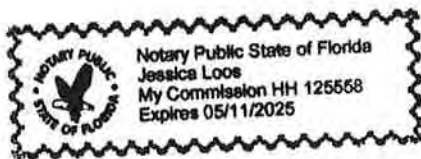
(Signature)

Manager

(Title)

Sworn and subscribed to before me this 30th day of August 2021

Jessica Looe
Notary Public



My Commission Expires:

END OF SECTION

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE 87-36

2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT

1083180

September 30, 2021

EXPIRES

TYPE OF BUSINESS 000532 *UNDERGROUND UTILITIES

BUSINESS ADDRESS 4475 S US1 STE 502
ST. AUGUSTINE, FL 32086

BUSINESS NAME DB CIVIL CONSTRUCTION LLC
OWNER DB CIVIL CONSTRUCTION LLC

MAILING ADDRESS 4475 S US1 STE 502
ST AUGUSTINE, FL 32086



X NEW BUSINESS TRANSFER ORIGINAL TAX	18.00
AMOUNT	18.00
PENALTY	.00
COLLECTION COST	
TOTAL	18.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED
PAID-8137123-0001-0001 501 07/08/2020 18.00

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise, agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
DB CIVIL CONSTRUCTION, LLC

Filing Information

Document Number	L17000064257
FEI/EIN Number	82-1245533
Date Filed	03/21/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/21/2017
Event Effective Date	NONE

Principal Address

1760 US 1
ORMOND BEACH, FL 32174

Changed: 07/21/2017

Mailing Address

1760 N US 1
ORMOND BEACH, FL 32174

Changed: 01/21/2020

Registered Agent Name & Address

BAYLOR, CONNIE
1760 N US 1
ORMOND BEACH, FL 32174

Address Changed: 01/21/2020

Authorized Person(s) Detail

Name & Address

Title MGR / AMBR

BAYLOR, CONNIE
1760 N US 1
ORMOND BEACH, FL 32174

Title Manager



City of Kissimmee, Public Works & Engineering

Bid Tabulation

Hudson St Improvements - IFB 2021-003

Description

Bid Summary

Engineer's Estimate	\$321,010.50	Displayed
(1) DB Civil Construction, LLC	\$373,204.00	Displayed
(2) Cathcart Construction, LLC	\$463,228.00	Displayed
(3) Schuller Contractors, Inc	\$488,673.00	Displayed
(4) Prime Construction Group, Inc	\$729,112.00	Displayed

Bid Tabulations

Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1) DB Civil Construction, LLC		(2) Cathcart Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section: 1 - Description									
0010	0101 1	LS	1.000	\$10,200.000	\$10,200.00	\$28,000.000	\$28,000.00	\$40,000.000	\$40,000.00
MOBILIZATION									

Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1) DB Civil Construction, LLC		(2) Cathcart Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
0020	0102 1	LS	1.000	\$5,800.000	\$5,800.00	\$10,000.000	\$10,000.00	\$5,625.000	\$5,625.00
MAINTENANCE OF TRAFFIC									
0030	102 115	LF	1,400.000	\$2.750	\$3,850.00	\$1.500	\$2,100.00	\$4.000	\$5,600.00
STAKED TURBIDITY BARRIER - NYL REINF PVC									
0040	0110 4 10	SY	1,700.000	\$5.000	\$8,500.00	\$5.000	\$8,500.00	\$5.000	\$8,500.00
REMOVAL OF EXISTING ASPHALT									
0050	0160 4	SY	2,415.000	\$7.000	\$16,905.00	\$12.000	\$28,980.00	\$12.000	\$28,980.00
9" STABILIZED SUBGRADE									
0060	0285 709	SY	2,100.000	\$15.750	\$33,075.00	\$20.000	\$42,000.00	\$40.000	\$84,000.00
6" CRUSHED CONCRETE BASE									
0070	0334 1 13	SY	1,700.000	\$12.000	\$20,400.00	\$14.000	\$23,800.00	\$20.000	\$34,000.00
1.5" SP-9.5 ASPHALT (1 LIFT)									
0080	0425 1341	EA	4.000	\$6,700.000	\$26,800.00	\$4,400.000	\$17,600.00	\$5,125.000	\$20,500.00
INLETS, CURB, TYPE P-9, <10'									
0090	0425 2 71	EA	2.000	\$4,200.000	\$8,400.00	\$5,000.000	\$10,000.00	\$3,562.500	\$7,125.00
MANHOLES, TYPE P, <10'									
0100	0425 1561	EA	3.000	\$4,800.000	\$14,400.00	\$3,000.000	\$9,000.00	\$2,655.000	\$7,965.00
INLETS, DT BOT, TYPE C, <10'									
0110	0425 6	EA	22.000	\$200.000	\$4,400.00	\$140.000	\$3,080.00	\$187.500	\$4,125.00
MAIL BOXES, RELOCATE									
0120	430175115	LF	31.000	\$52.000	\$1,612.00	\$110.000	\$3,410.00	\$70.000	\$2,170.00
PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD									

Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1) DB Civil Construction, LLC		(2) Cathcart Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
0130	430175118	LF	11.000	\$75.000	\$825.00	\$180.000	\$1,980.00	\$80.000	\$880.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH,12"X18" ERCP									
0140	430175215	LF	386.000	\$85.000	\$32,810.00	\$100.000	\$38,600.00	\$100.000	\$38,600.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH,14"X23" ERCP									
0150	430175230	LF	92.000	\$106.000	\$9,752.00	\$110.000	\$10,120.00	\$120.000	\$11,040.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH,19"X30" ERCP									
0160	0520 1 10	LF	800.000	\$17.000	\$13,600.00	\$24.000	\$19,200.00	\$34.000	\$27,200.00
CONCRETE CURB & GUTTER, TYPE F									
0170	0520 2 4	LF	512.000	\$31.000	\$15,872.00	\$24.000	\$12,288.00	\$32.000	\$16,384.00
CONCRETE CURB, DROP CURB									
0180	0522 1	SF	4,510.000	\$6.000	\$27,060.00	\$6.000	\$27,060.00	\$7.000	\$31,570.00
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK									
0190	0522 2	SF	5,494.000	\$6.000	\$32,964.00	\$7.000	\$38,458.00	\$8.000	\$43,952.00
CONCRETE DRIVEWAY, 6" THICK									
0200	0527 2	EA	4.000	\$1,400.000	\$5,600.00	\$420.000	\$1,680.00	\$1,500.000	\$6,000.00
ADA HANDICAP RAMPS									
0210	0570 1 2	SY	289.000	\$3.500	\$1,011.50	\$4.000	\$1,156.00	\$4.000	\$1,156.00
PERFORMANCE TURF, SOD									
0220	110 23	LS	1.000	\$1,500.000	\$1,500.00	\$11,000.000	\$11,000.00	\$2,000.000	\$2,000.00
TREE REMOVAL									
0230	1	LS	1.000	\$5,800.000	\$5,800.00	\$5,800.000	\$5,800.00	\$15,000.000	\$15,000.00
REMOVAL OF STORM PIPE									

Line Number	Item ID	Unit	Quantity	Engineer's Estimate		(1) DB Civil Construction, LLC		(2) Cathcart Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
0240	2	SY	3,564.000	\$3.500	\$12,474.00	\$3.000	\$10,692.00	\$4.000	\$14,256.00
FINE GRADE RIGHT-OF-WAY									
0250	3	SY	2,100.000	\$2.000	\$4,200.00	\$2.000	\$4,200.00	\$1.000	\$2,100.00
SEED & MULCH DISTURBED AREA									
0260	4	LS	1.000	\$3,200.000	\$3,200.00	\$4,500.000	\$4,500.00	\$4,500.000	\$4,500.00
SIGNAGE & STRIPING									
26 items		Section Totals:			\$321,010.50			\$373,204.00	\$463,228.00
26 items		Totals:			\$321,010.50			\$373,204.00	\$463,228.00

Bid Tabulations (cont'd)

Line Number	Item ID	Unit	Quantity	(3) Schuller Contractors, Inc		(4) Prime Construction Group, Inc	
				Unit Price	Extension	Unit Price	Extension
Section: 1 - Description							
0010	0101 1	LS	1.000	\$30,600.000	\$30,600.00	\$115,000.000	\$115,000.00
MOBILIZATION							
0020	0102 1	LS	1.000	\$11,400.000	\$11,400.00	\$13,700.000	\$13,700.00
MAINTENANCE OF TRAFFIC							
0030	102 115	LF	1,400.000	\$3.000	\$4,200.00	\$3.500	\$4,900.00
STAKED TURBIDITY BARRIER - NYL REINF PVC							
0040	0110 4 10	SY	1,700.000	\$18.000	\$30,600.00	\$9.000	\$15,300.00
REMOVAL OF EXISTING ASPHALT							
0050	0160 4	SY	2,415.000	\$20.000	\$48,300.00	\$15.000	\$36,225.00

Line Number	Item ID	Unit	Quantity	(3) Schuller Contractors, Inc		(4) Prime Construction Group, Inc	
				Unit Price	Extension	Unit Price	Extension
9" STABILIZED SUBGRADE							
0060	0285 709	SY	2,100.000	\$30.000	\$63,000.00	\$30.000	\$63,000.00
6" CRUSHED CONCRETE BASE							
0070	0334 1 13	SY	1,700.000	\$20.000	\$34,000.00	\$26.000	\$44,200.00
1.5" SP-9.5 ASPHALT (1 LIFT)							
0080	0425 1341	EA	4.000	\$5,210.000	\$20,840.00	\$12,800.000	\$51,200.00
INLETS, CURB, TYPE P-9, <10'							
0090	0425 2 71	EA	2.000	\$4,620.000	\$9,240.00	\$8,700.000	\$17,400.00
MANHOLES, TYPE P, <10'							
0100	0425 1561	EA	3.000	\$3,760.000	\$11,280.00	\$12,250.000	\$36,750.00
INLETS, DT BOT, TYPE C, <10'							
0110	0425 6	EA	22.000	\$300.000	\$6,600.00	\$100.000	\$2,200.00
MAIL BOXES, RELOCATE							
0120	430175115	LF	31.000	\$199.000	\$6,169.00	\$195.000	\$6,045.00
PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD							
0130	430175118	LF	11.000	\$305.000	\$3,355.00	\$230.000	\$2,530.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH,12"X18" ERCP							
0140	430175215	LF	386.000	\$99.000	\$38,214.00	\$240.000	\$92,640.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH,14"X23" ERCP							
0150	430175230	LF	92.000	\$142.000	\$13,064.00	\$250.000	\$23,000.00
PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH,19"X30" ERCP							
0160	0520 1 10	LF	800.000	\$28.000	\$22,400.00	\$45.000	\$36,000.00

Line Number	Item ID	Unit	Quantity	(3) Schuller Contractors, Inc		(4) Prime Construction Group, Inc	
				Unit Price	Extension	Unit Price	Extension
CONCRETE CURB & GUTTER, TYPE F							
0170	0520 2 4	LF	512.000	\$28.000	\$14,336.00	\$45.000	\$23,040.00
CONCRETE CURB, DROP CURB							
0180	0522 1	SF	4,510.000	\$6.000	\$27,060.00	\$9.500	\$42,845.00
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK							
0190	0522 2	SF	5,494.000	\$7.000	\$38,458.00	\$12.500	\$68,675.00
CONCRETE DRIVEWAY, 6" THICK							
0200	0527 2	EA	4.000	\$2,100.000	\$8,400.00	\$1,235.000	\$4,940.00
ADA HANDICAP RAMPS							
0210	0570 1 2	SY	289.000	\$9.000	\$2,601.00	\$8.000	\$2,312.00
PERFORMANCE TURF, SOD							
0220	110 23	LS	1.000	\$14,640.000	\$14,640.00	\$2,600.000	\$2,600.00
TREE REMOVAL							
0230	1	LS	1.000	\$6,000.000	\$6,000.00	\$7,250.000	\$7,250.00
REMOVAL OF STORM PIPE							
0240	2	SY	3,564.000	\$4.000	\$14,256.00	\$2.500	\$8,910.00
FINE GRADE RIGHT-OF-WAY							
0250	3	SY	2,100.000	\$2.000	\$4,200.00	\$2.500	\$5,250.00
SEED & MULCH DISTURBED AREA							
0260	4	LS	1.000	\$5,460.000	\$5,460.00	\$3,200.000	\$3,200.00
SIGNAGE & STRIPING							
26 items			Section Totals:		\$488,673.00	\$729,112.00	

Line Number	Item ID	Unit	Quantity	(3) Schuller Contractors, Inc		(4) Prime Construction Group, Inc	
				Unit Price	Extension	Unit Price	Extension
26 items			Totals:		\$488,673.00		\$729,112.00



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June 11, 2020

RECEIVED BY
CITY OF KISSIMMEE

JUN 18 2020

CITY CLERK'S OFFICE

Linda S Hansell
City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741-5054

RE. Interlocal Agreement Relating to Hudson Street Water and Sewer Utility Relocation (enclosed)

Dear Ms. Hansell.

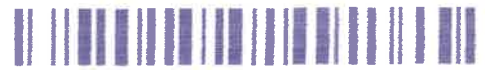
Enclosed please find one fully executed original agreement for recording. Once recorded, please forward a copy to me.

If you have any questions or comments, please feel free to contact me.

Best regards,

Shelley McArdelle
Legal Administrative Assistant

SCANNED



CFN 2020095538
Bk 5759 Pgs 1614-1626 (13 Pgs)
DATE: 07/22/2020 11:49:40 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$112.00

**INTERLOCAL AGREEMENT
between
CITY OF KISSIMMEE
AND
TOHO WATER AUTHORITY
relating to
HUDSON STREET
WATER AND SEWER UTILITY RELOCATION**

This is an Interlocal Agreement between the City of Kissimmee, Florida, a municipal corporation, its successors and assigns; (the "CITY") and Tohopekaliga Water Authority, an independent "Special District" created pursuant to Chapter 189, Florida Statutes, its successors and assigns ("TWA"), through its Board of Supervisors, and each party to this Interlocal Agreement represents as follows:

WITNESSETH

WHEREAS, the CITY plans to construct roadway improvements on Hudson Street which will permit the relocation of TWA water and sewer facilities along, adjacent to, and under the roadway (the "Roadway Project"); and

WHEREAS, Chapter 166, Florida Statutes, Municipalities, Section 166.021, Powers, authorizes the CITY to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 10(1), Laws of Florida 2003-368, authorizes TWA to enter into interlocal agreements to provide for and maintain its facilities; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation

Act of 1969", as amended, authorizes local government units to enter into interlocal agreements for the mutual benefit of the governmental units; and

WHEREAS, TWA has expressed its desire to assume costs to be incurred for the relocation of TWA water and sewer facilities along, adjacent to, and under the Roadway Project and has requested the CITY to include in the construction of the Roadway Project certain plans and specifications to meet TWA's needs (the "TWA Project"); and collectively, the TWA Project and the Roadway Project is referred to as the "Joint Project");

WHEREAS, the plans for the Joint Project have been reviewed by the CITY and TWA, and are acceptable to both parties; and

WHEREAS, the CITY and TWA have determined that it shall serve the public interest and the economic advantage of both parties to enter into this Interlocal Agreement for cooperation in the construction of the Joint Project.

NOW THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and TWA agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Cooperate in Construction of Joint Project. The CITY and TWA shall cooperate in the construction of the Joint Project and shall coordinate the efforts of their contractors as is set out more fully in this Interlocal Agreement.

Section 3. Compliance with Applicable Laws and Regulations. Upon completion of the bidding process set forth in Section 5 of this Interlocal Agreement, the CITY will issue a Right-of-Way Utilization Permit to the contractor selected by TWA for

construction of the TWA Project. Construction of the TWA Project must be performed in accordance with all applicable laws, ordinances and regulations of the CITY Land Development Code, and standards and specifications that TWA will issue for the TWA Project (the "TWA Specifications").

Section 4. Preparation of Plans. TWA has retained a consultant to prepare the design, plans, and specifications for the TWA.

TWA's consultant will prepare all permit applications to the appropriate government entity for processing of the necessary construction permits related to the TWA Project.

The CITY and TWA shall coordinate the development of any design-related or construction-related changes to the Roadway Project plans and TWA Project plans. Costs associated with any errors, omissions, or changes in the design of the Roadway Project plans is the responsibility of the CITY and the costs associated with any errors, omissions, or changes in the design of the TWA Project plans is the responsibility of TWA.

Section 5. Bid Requirements and Contracting. The CITY and TWA agree to use separate contract documents for the Roadway Project and the TWA Project. However, both the CITY's contract documents and TWA's contract documents must include the TWA Specifications. In all contract documents, the design of the Roadway Project and TWA Project will be shown and presented on the same set of plans.

The CITY and TWA shall make a good faith effort to award the contract for the Roadway Project and the contract for TWA Project to the same most responsive and responsible bidder. The CITY shall, pursuant to its established purchasing policies and procedures, advertise for and receive bids for the Roadway Project and TWA Project

simultaneously. The specifications for the Roadway Project and TWA Project will be separately identified. Any person or firm desiring to bid will be required to provide a separate bid for TWA Project and a separate bid for the Roadway Project.

If the two contracts for the Roadway Project and the TWA Project cannot be awarded to the same bidder according to the criteria set forth in the CITY's or TWA's purchasing policies and procedures, then the CITY may award the Roadway Project to the lowest, most responsive and responsible bidder, and TWA may award the TWA Project contract to the most responsive and responsible bidder submitting the lowest bid therefore.

The CITY and TWA reserve the right to reject any and all bids and to waive formalities.

Section 6. Design Reimbursement and Construction Cost Sharing. The CITY and TWA agree to the following design reimbursements and construction cost sharing:

(a) The CITY agrees to allow TWA to utilize the design survey prepared by the CITY's consultant for the Roadway Project at no expense to TWA.

(b) The CITY and TWA agree to include as a separate pay item or within the individual pay items in their respective bids mobilization and maintenance of traffic. In addition, all general condition related costs will be separated to the maximum extent possible.

(c) Prior to constructing the roadway sub-base, the CITY shall make every reasonable effort to remove muck and any other unsuitable materials from the roadway surface to be paved, and within a two to one horizontal to vertical slope of the road surface, to a depth not to exceed 10 feet. Removal of unsuitable material for TWA

Project work to be installed outside of this area will be performed by TWA's contractor(s) for TWA Project.

In areas outside the roadway where both TWA Project construction and Roadway Project storm water management system construction require removal of unsuitable materials, the CITY and TWA shall equally share the cost of unsuitable material removal and replacement material on a pro rated basis according to impact.

When road construction requires fill greater than one foot, fill placement shall be coordinated with water main and sanitary main construction so that pressure mains may be installed with no greater than four feet of cover unless specified otherwise in TWA Project drawings.

(d) The CITY and TWA agree that each agency shall provide its own construction management and inspections for their respective construction projects.

Section 7. Project Coordination.

(a) TWA will make available all engineering, inspection, testing, administration, and supervision services related to TWA Project, and will make available to the CITY's designed engineer with progress reports, diary records, and updated construction schedules. All field survey control for TWA Project will be furnished by TWA. CITY and TWA must coordinate the work of TWA's contractor(s) for the TWA Project and the work of the CITY's Project contractor(s) with each other and with other utilities or their contractor(s) in such a way as to ensure that TWA Project and the Roadway Project are constructed according to the plans, specifications, and schedules agreed upon by the CITY and TWA.

(b) All information related to, and all change orders or supplemental agreements pertaining to the TWA Project must be made available to the CITY by TWA,

at the expense of the CITY, and all information related to, and all change orders or supplemental agreements pertaining to the Roadway Project must be made available to TWA by the CITY at the expense of TWA.

(c) CITY and TWA shall each additionally:

1. Acquaint all contractor(s) with the schedule and stress items of work and materials that are critical to the coordination and completion of the Roadway Project and the TWA Project.

2. Discuss the schedule with potential contractors before bidding and at the pre-bid conference(s), and review each potential contractor's submission and qualifications with regard to the ability of each of the contractors to perform the work in a good and workmanlike manner and to complete the work in the time set forth in the contract documents.

3. Include provisions in all contracts related to the Joint Project that require contractors to meet the Joint Project schedule as applies to each respective contractor.

4. Provide administrative, management, supervision, and related services as required to coordinate work of the contractors with each other to complete the projects in accordance with the contract documents and specifications. Provide sufficient organization, personnel, management and supervision to carry out the requirements of the work.

Section 8. Administration Facilities. The CITY and TWA must each provide its own separate construction administration facilities, as may be required. TWA shall waive all water and sewer impact fees for the CITY's temporary field office.

Section 9. Other Utility Construction. The owner of a utility lying within the Hudson Street right-of-way which is in conflict with the Roadway Project or the TWA Project must be required to relocate the utility at its own expense, unless the conflicting utility lies within its own easement thereof. If the utility lies within its own easement and conflicts with the Roadway Project, then the CITY must bear the cost of relocation of the utility. If the utility lies within its own easement and conflicts with the TWA Project, then TWA must bear the cost of relocation of the utility. If the utility lies within its own easement and conflicts with both the Roadway Project and the TWA Project, the CITY and TWA shall bear the cost of relocation of the utility on a pro rata basis. The CITY and TWA shall coordinate their efforts in the relocation of conflicting utilities in a manner that does not cause unnecessary delay to the TWA Project contractor(s) or the Roadway Project contractor(s).

Section 10. Damage to Installed Utilities or Other Work. Damage to installed portions of the TWA Project caused by the CITY's roadway construction must be replaced by CITY or its Roadway Project contractor(s) at no cost to TWA, provided TWA Project work which was damaged was installed according to schedules and specifications agreed upon by the CITY and TWA. Damage to installed Roadway Project work caused by the TWA Project construction must be replaced by TWA or its TWA Project contractor(s) at no cost to the CITY, provided the Roadway Project work which was damaged was installed according to schedules and specifications agreed upon by the CITY and TWA.

Section 11. Maintenance of Constructed TWA Project. Upon completion and acceptance by TWA of the TWA Project work, TWA shall own, control, and be responsible for all TWA Project improvements (the "Utility Improvements"). Additionally, TWA will maintain and keep in good repair all of TWA Project facilities or utilities within the right-of-way of Hudson Street so as to comply with all provisions

of law and City ordinances, resolutions, and applicable previous agreements between the parties to this Interlocal Agreement.

Section 12. Maintenance of Constructed Roadway Project. Upon completion and acceptance of the Roadway Project work, the CITY will own, control, and be responsible for all Roadway Project improvements, except for any Utility Improvements constructed as part of the Roadway Project. The CITY must maintain and keep in repair all of such constructed roadway facilities within the right-of-way of Hudson Street so as to comply with all provisions of law and of City ordinances, resolutions, and applicable previous agreements between the parties to this Interlocal Agreement. The CITY is not responsible to maintain any portion or segment of the TWA Project.

Section 13. Liability and Insurance. Both the CITY and TWA are responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers and employees acting within the scope of their employment. In addition, each party is subject to the provisions of Section 768.28, Florida Statutes. Neither this provision nor any other provision of this Interlocal Agreement shall be construed as a waiver of sovereign immunity of either party.

Both the CITY and TWA must acquire and maintain throughout the term of this Interlocal Agreement such general liability insurance, automobile insurance, and worker's compensation insurance as required by their current rules and regulations. Each party must require their respective contractor(s) and subcontractors of every tier to procure and maintain for the term of this Interlocal Agreement, including renewals, worker's compensation insurance, commercial general liability insurance, comprehensive automobile liability insurance, and umbrella liability insurance as required by their current rules and regulations. The contractor(s) and subcontractor(s) of every tier for both parties must name both the CITY and TWA as a certificate holder

and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies except for the Worker's Compensation policy.

Section 14. Disclaimer of Third-Party Beneficiaries. This Interlocal Agreement is for the benefit of the CITY and TWA and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

Section 15. Effective Date; Recording of Interlocal Agreement. This Interlocal Agreement will be effective on the date recorded with the clerk of the Circuit Court in and for Osceola County, Florida, in accordance with Subsection 163.01(11), Florida Statutes (the "Effective Date"). The CITY is responsible recording a fully executed original of this Interlocal Agreement.

Section 16. Term and Termination. The term of this Interlocal Agreement begins on the Effective Date and will continue until completion of construction of the Joint Project unless earlier terminated by mutual agreement of the CITY and TWA.

Section 17. Indemnification. TWA, to the extent provided by law, shall defend, save, and hold harmless the CITY from any and all legal actions, claims or demands by any person or legal entity against the CITY arising out of any negligent act of TWA's officers, employees, servants, or agents, during construction of the TWA Project. The CITY, to the extent provided by law, shall defend, save, and hold harmless TWA from any and all legal actions, claims, or demands by any person or legal entity against TWA arising out of any negligent act of the CITY's officers, employees, servants, or agents during construction of the Roadway Project.

Section 18. Notices. When either party desires to give form notice to the other concerning this Interlocal Agreement, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery, or by

overnight carrier, and addressed to the party for whom it is intended, at the place last specified. For the present, the parties designate the following as the respective places for giving of notice:

For the CITY

City of Kissimmee
101 North Church Street
Kissimmee, Florida 34741
Attn: City Manager

For TWA

Tohopekaliga Water Authority
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attn: Executive Director

Section 19. Contract Administration.

(a) The CITY's Director of Public Works and Engineering or a designee shall, on behalf of the CITY, be responsible for the day to day administration of this Interlocal Agreement, and for administration of construction contracts entered into pursuant to this Interlocal Agreement.

(b) TWA's Director of Engineering Services or a designee shall, on behalf of TWA, be responsible for the day to day administration of this Interlocal Agreement, and for administration of construction contracts entered into pursuant to this Interlocal Agreement.

Section 20. Amendments. The parties agree that no modification, amendment, or alteration in the terms or conditions contained in this Interlocal Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 21. Remedies. The parties expressly agree that the consideration, in part, for each of them entering into this Interlocal Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of a party to perform its obligations under this Interlocal Agreement, the parties have only the following remedies available against each other: (i) action for specific performance, (ii) action for injunction, (iii) action for declaratory judgment regarding the rights and obligations of the parties; or (iv) any combination of the foregoing. The parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Interlocal Agreement.

Section 22. Attorney's Fees; Waiver of Jury Trial; Venue. In the event that he CITY or TWA is required to enforce this Interlocal Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the parties shall be responsible for their own attorneys' fees and costs of prosecuting or defending the action. The parties agree to waive trial by jury in any litigation arising out of this Interlocal Agreement. Venue for any litigation arising from this Interlocal Agreement shall lie in state court in Osceola County, Florida.

Section 23. Arms Length Transaction. The parties recognize that each contributed to the preparation, review, negotiation, and final drafting of this Interlocal Agreement. Accordingly, in construing this Interlocal Agreement, no provision of the agreement may be construed in favor of either party by virtue of the preparation, drafting, or negotiation.

Section 24. Independent Contractors. This Interlocal Agreement does not create an employee/employer relationship, joint venture, partnership, or other legal entity between the parties. Each party will retain sole and absolute discretion in the

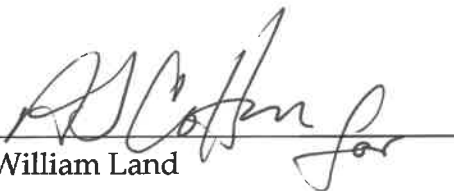
judgment of the manner and means of carrying out that party's activities and responsibilities hereunder.

Section 25. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

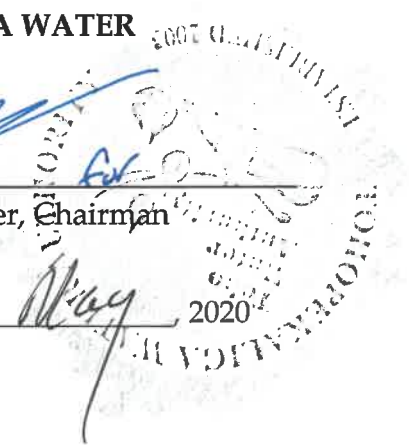
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the CITY and TWA have made and executed this Interlocal Agreement on the respective dates under each signature: City of Kissimmee by its Mayor, and Tohopekaliga Water Authority, through its Board of Supervisors, signed by and through its Chairman, each authorized to execute same.

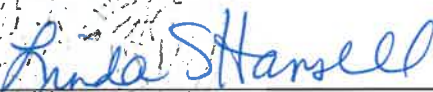
ATTEST:


William Land
Secretary

BOARD OF SUPERVISORS
TOHOPEKALIGA WATER
AUTHORITY

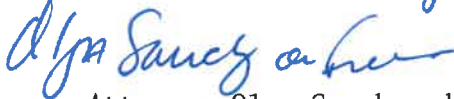

Clarence L. Thacker, Chairman
This 27th day of May, 2020


ATTEST:


Print Name: Linda S Hansell
Title: City Clerk

CITY OF KISSIMMEE, FLORIDA


Jose Alvarez, Mayor
This 19th day of May, 2020

Approved as to form & legality


Attorney Olga Sanchez de Fuentes
t:\legal\010...\kissimmee\city of kissimmee_hudson street relocation ila draft v3_846040220.doc

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT FOR
PUBLIC IMPROVEMENTS
BETWEEN THE CITY OF KISSIMMEE, FLORIDA
AND
DB CIVIL CONSTRUCTION, LLC**

THIS CDBG CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and DB Civil Construction, LLC, with a mailing address of 4475 S US, STE 502, St. Augustine, FL 32086 (hereinafter referred to as "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development, improving public facilities, and improving permanent residential structures as further detailed in the Consolidated Plan for Housing and Community Development Programs 2016-2020; and

WHEREAS, the City Commission approved the Hudson Street Improvement Project (hereinafter referred to as the "Project") as part of the 2018 Annual Action Plan and subsequently allocated additional funds as part of Substantial Amendments to the Plan; and

WHEREAS, this Project is being financially supported by federal funds awarded by HUD under the CDBG Program; and

WHEREAS, as a result of using federal funds on the Project, applicable federal regulations must be adhered to in order to receive prompt payment for work done under the CDBG Program; and

WHEREAS, pursuant to IFB2021-003, **CONTRACTOR** provides the services requested by **CITY** and was the lowest responsive bidder; and

WHEREAS, City has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200 .

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.
2. **Exhibits; Attachments.** The following documents are attached and referred to in this Contract and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	Required Contractor Information
"B"	Additional Project Requirements
"C"	Budget
"D"	Request for Change Orders
"E"	Request for Payment Form
"F"	CDBG Program Requirements
"G"	Reporting Schedule
"H"	Equal Employment Opportunity Clause for contractors and their contractors and Subcontractors
	Standard Solicitation and Bid and Contract Language
"I"	Davis Bacon Act Requirements
"J"	Certification Regarding Lobbying
"K"	Section 3 Economic Opportunity Frequently Asked Questions
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

*The forms of the Exhibits are subject to change from time to time in the sole discretion of the **CITY** in order to comply with the requirements of **CITY**'s Housing and Community Development Program and/or the CDBG Program.

3. **National Objectives and Use.** **CITY** certifies that the activities carried out with the funds provided under this Contract will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2), 24 CFR §570.201(c) and 24 CFR §570.208(a)(1).
4. **CDBG funds.** Under the terms and conditions of this Contract, **CITY** has allocated a subaward to **CONTRACTOR** in the amount of \$373,204.00. In FY 2018-2019 and 2019-2020. CDBG funds to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards the paving and other improvement costs of the Project. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit "A"**. Any funds remaining unexpended or not disbursed to **CONTRACTOR** by the **CITY** as of the Completion Date (as later defined) of this Contract may be de-obligated from this Contract and made available for other **CITY** projects as determined by the **CITY**. All CDBG funds allocated for this Project must be expended by June 15, 2022.

5. **Statement of Work/Project Description.** As described in this Contract, **CONTRACTOR** will use these CDBG funds towards paving of .25 miles of Hudson Street with curbing, concrete driveway aprons and a 5-foot wide concrete sidewalk along both sides of the roadway. Other activities include, minor construction activities such as clearing and grubbing, earthwork, grading, mailbox relocate and sodding (the "Project"). Additional Project requirements are attached as **Exhibit "B"** and made a part hereof by this reference. **CONTRACTOR** will provide the **CITY** with all procurement support for **CITY's** approval prior to entering into any construction sub-contracts.
6. **Goals and Performance Measures; Implementation Schedule.** During the term of this Contract, **CONTRACTOR** agrees to work diligently towards the completion of the Project. HUD requires the **CITY** to timely spend its CDBG funds. Therefore, it is critical that **CONTRACTOR** complies with the time deadlines established in this Contract. Time is of the essence. **CONTRACTOR's** failure to work diligently toward timely completing the Project and other incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the **CITY** ceasing to distribute funds pursuant to this Contract so that the **CITY** may reallocate these funds for other uses or projects.
7. **Expenditure of Funds/Budget.** **CONTRACTOR** shall use the CDBG funds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in accordance with **Exhibit "C"** and made a part hereof by this reference. **CITY** may require a more detailed budget breakdown than the Budget attached hereto, and **CONTRACTOR** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the **CITY**. **CITY** and/or **CONTRACTOR** may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing and Community Development Coordinator. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "D"**. Expenditures shall be directly attributable to the Project. **CONTRACTOR** shall be responsible for any cost overruns over \$373,204.00. **CONTRACTOR** shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207 and is also prohibited from using these subaward funds or personnel employed in the administration of activities under this Contract for political activities, inherently religious activities, or lobbying. If the Housing and Community Development Coordinator determines that **CONTRACTOR** is not utilizing the CDBG funds in accordance with this Contract, **CITY** may reduce or otherwise alter the funding amount of the Contract. Any of the CDBG funds allocated to **CONTRACTOR** for this Project which are not expended within the term of this Contract shall be retained by the **CITY**. **CONTRACTOR** will not be reimbursed by the **CITY** for any Project costs or expenses not incurred within the terms of this Contract. Reimbursement of eligible expenses shall be made in accordance

with performance using the Request for Payment form attached hereto as **Exhibit “E”**.

Notwithstanding anything to the contrary in this Contract, **CITY** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the **CITY** accordingly. **CONTRACTOR** acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the **CITY**.

8. **Performance Monitoring.** **CITY** will monitor **CONTRACTOR**'s performance as necessary and in accordance with 2 CFR §200.327-.332 to ensure compliance with the terms of this Contract, including the timeframes and performance standards as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the **CITY** will constitute non-compliance with this Contract. If action to cure such substandard performance is not taken by **CONTRACTOR** within thirty (30) days after written notice of same, **CITY** may impose additional conditions on **CONTRACTOR** and its use of CDBG funds pursuant to the terms of this Contract, suspend or terminate this Contract, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. **CONTRACTOR** must return any CDBG funds within 5 days of the **CITY**'s written request when an act of uncured substandard performance or other material breach occurs.
9. **Term.** This Contract shall be in effect for the period commencing February 1, 2022 and terminating on September 30, 2022 (“Completion Date”). Costs may not be incurred after September 30, 2022. Notwithstanding anything herein to the contrary, **CONTRACTOR**'s obligations to the **CITY** shall not end until all close-out requirements are completed, including, but not limited to, such things as issuing final payments, disposing of program assets, retention of records, and use and maintenance requirements for any real property, if applicable. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which **CONTRACTOR** remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** **CONTRACTOR** shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Contract. It is **CONTRACTOR**'s responsibility to read, understand, and comply with these laws and regulations. In addition, **CONTRACTOR** shall abide by any and all other applicable federal, state, or local laws,

rules, regulations, executive orders, and HUD guidance, notices, and policies governing the funds provided under this Contract, whether presently existing or hereafter promulgated. **CONTRACTOR** shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Kissimmee City Code.

- 2. Uniform Administrative Requirements and Cost Principles.** **CONTRACTOR** shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. **CONTRACTOR** also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this Contract shall comply with 2 CFR part 200. Although 2 CFR part 200 addresses many requirements, some areas of regulation include, but are not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, **CONTRACTOR** monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. **CONTRACTOR** is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, **CONTRACTOR** will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. **CONTRACTOR** also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E, if such plan is required. **CONTRACTOR** also agrees to comply with the Program Requirements set forth in **Exhibit "F"** which is attached hereto and incorporated herein by this reference.
- 3. Procurement/Subcontracting/Third Party Contracts.** It is anticipated that the work to be performed under this Contract will be performed by **CONTRACTOR** who is appropriately licensed. **CONTRACTOR** must follow all procurement rules and requirements in accordance with state and local requirements and with 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR § 200.322 regarding the use of specific products made or used with recovered materials. **CONTRACTOR** must maintain oversight to ensure that all contractors, subcontractors or employees perform in accordance with the terms, conditions, and specifications of their contracts and the requirements of this Contract. **CONTRACTOR** also certifies by executing this Contract that it maintains written purchasing procedures in compliance with 2 CFR §200.317-200.326. **CONTRACTOR** must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents

engaged in the selection, award and administration of contracts supported by the CDBG grant funds. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

CONTRACTOR shall insure that any contracts let in the performance of this Contract shall be awarded on a full and open competition basis in accordance with applicable procurement requirements in 2 CFR § 200. If **CONTRACTOR** procures with quotes or bids, **CONTRACTOR** must secure at least three (3) quotes or sealed bids, as applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts under Federal Awards. As applicable, these provisions include, but are not limited to provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland “Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or Contract; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. **CONTRACTOR** shall not enter into any subcontract with any entity, agency or individual in the performance of this Contract without the written consent and approval of the **CITY**, prior to execution of the Contract or other contracts. **CONTRACTOR** agrees to furnish **CITY** with a copy of each third party contract it enters into an Contract with for the performance of work to be undertaken within the scope of this Contract along with documentation concerning the selection process. If **CONTRACTOR** proceeds with obtaining quotes or bids, the lowest and most responsive bidder or lowest quote shall be recommended by **CONTRACTOR** to the **CITY** as the selected licensed contractor. **CONTRACTOR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the licensed **CONTRACTOR** shall file an executed notice of completion or termination and record it in the Osceola County Public Records. Copies of this notice and lien releases shall be filed with the **CITY**. **CITY** shall not be obligated or liable hereunder to any party **CONTRACTOR** enters into contracts with for completion of Project and performance of this Contract.

CONTRACTOR shall keep records demonstrating compliance with these regulations.

4. **Records to be Maintained.** **CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.
5. **Retention of Records.** All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how

CDBG funds were expended, and all other documents pertinent to the Project and this Contract in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of five (5) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or **CITY** in the case of a **CONTRACTOR**. The retention period for individual CDBG activities shall be the longer of five (5) years after the expiration or termination of this Contract under §570.503, or five (5) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Contract are reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, **CONTRACTOR** must also comply with 2 CFR §200.333, which generally states that **CONTRACTOR** may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; if **CONTRACTOR** is notified by the **CITY**, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the **CITY** to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, **CONTRACTOR** must keep records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

6. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.
7. **Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Contract, and will permit the **CITY**, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract.

8. **Reports.** **CONTRACTOR** shall file reports in accordance with the Reporting Schedule attached as **Exhibit “G”**. **CONTRACTOR** shall e-mail the Housing and Community Development Program Coordinator with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
9. **Withholding Payments.** **CITY’s** obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR’s** full compliance with this Contract. A breach of this Contract is grounds for non-payment by the **CITY**.
10. **Closeout.** **CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Non-Discrimination: **CONTRACTOR** shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, 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 CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD’s Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual’s access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other

benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. **CONTRACTOR** must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the CDBG funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. **CONTRACTOR** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "H"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race, color, religion, sex, or national origin in any

phase of employment during the performance of the federally assisted construction contract in excess of \$10,000. Any contracts or subcontracts entered into by **CONTRACTOR** or its subcontractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

C. Compliance with Davis-Bacon Act. **CONTRACTOR** shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5, if applicable. Guidance on these regulations is attached hereto as **Exhibit "I"** and made a part hereof by this reference. A copy of the current Wage Decision, as amended from time to time, must be attached to any construction contract, subcontract, bid document, or other applicable documents. Any construction contracts and other applicable documents entered into by **CONTRACTOR** shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. **CONTRACTOR** shall include these federal labor standards provisions (HUD-4010 form) and a copy of the current prevailing Davis Bacon wage determination issued by the Department of Labor in each solicitation, construction contract, and other applicable documents and the award of the contract shall be conditioned upon the acceptance of the wage determination and these terms. **CONTRACTOR** shall ensure that a copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1321) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. **CONTRACTOR** shall also require subcontractors to provide labor and payroll data. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be provided for review by the **CITY** on a weekly basis.

D. Copeland "Anti-Kickback" Act. **CONTRACTOR** shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by **CONTRACTOR** over \$100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

E. Contract Work Hours and Safety Standards Act. **CONTRACTOR** agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by **CONTRACTOR** over \$100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

F. Handicapped Accessibility Requirements. **CONTRACTOR** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with these regulations.

G. Utilization of Minority/Women's Business Enterprises. **CONTRACTOR** must take all necessary affirmative steps to ensure that minority business/women's business enterprises, and labor surplus area firms are used when possible, including for consideration for participation in all construction, supply or service contracts or in the performance of this Contract. Affirmative steps must include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the **CONTRACTOR**, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

CONTRACTOR shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with this provision. **CONTRACTOR** shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138, the amount of the contract or subcontract, and documentation of the affirmative steps **CONTRACTOR** has taken to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

H. Political Activities. **CONTRACTOR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. **CONTRACTOR** further agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

I. Anti-Lobbying Provision. **CONTRACTOR** shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. **CONTRACTOR** and any subcontractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "J"** and made a part hereof by this reference. **CONTRACTOR** shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Contract.

J. Conflict of Interest. In the procurement of supplies, equipment, construction, and services, **CONTRACTOR** shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. **CONTRACTOR** agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of **CONTRACTOR** must neither solicit nor accept gratuities, favors, or anything of monetary value from **CONTRACTORS** or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization, **CONTRACTOR** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may

obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The “persons” covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this Contract, **CONTRACTOR** covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Contract or the Project being rehabilitated or any other interest which would conflict in any manner with this Contract or the performance of the this Contract.

K. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. In accordance with 24 CFR §570.607, projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the **CONTRACTOR** shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

1. Section 3 requires that, to the greatest extent possible:
 - a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
 - b. Subcontracts shall be awarded to businesses owned by low- income residents or to businesses in which at least 30% of their permanent employees are low-income residents.
2. **CONTRACTOR** and subcontractors shall be required to provide to the **CITY** plans for complying with these provisions and reports on the extent to which they have met them.
3. The **CONTRACTOR** will include this Section 3 clause in every subcontract for work in connection with the project. The **CONTRACTOR** will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

CONTRACTOR shall provide quarterly reports and keep records demonstrating compliance with these regulations.

L. Drug-Free Workplace. **CONTRACTOR** will provide a drug-free workplace. **CONTRACTOR** shall comply with the Drug-Free Workplace Act of 1988 and implementing

regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "L"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "L"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Contract.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension

certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Domestic Preference for Procurements. **CONTRACTOR** shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to 2 CFR §570.609. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

SECTION 5: GENERAL TERMS AND CONDITIONS

1. **Florida Statutes, City Code, and Permits.** **CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.
2. **Contract between CITY and HUD.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG Contract between t **CITY** and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Contract or subsequent to the execution of this Contract by the parties hereto.
3. **Registration.** **CONTRACTOR** agrees to maintain a current registration in the Federal System for Award Management (“SAM”) database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If **CONTRACTOR** is not currently registered, it must do so within ten (10) days of the date **CONTRACTOR** executes this Contract. A unique entity identifier is required for registration. **CONTRACTOR** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting sub award and executive compensation information. **CONTRACTOR** shall complete and sign the Affidavit attached hereto as **Exhibit “M”** in conjunction with its execution of this Contract and provide any supporting documentation, if required.
4. **Mandatory disclosures – Violations of Federal criminal law.** **CONTRACTOR** must disclose to the **CITY** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By

executing this Contract, **CONTRACTOR** warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

SECTION 6: DISPUTES, DEFAULT AND TERMINATION

A. Disputes. In the event of dispute arising under this Contract, the **CONTRACTOR** shall notify the **CITY** promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the **CONTRACTOR** shall proceed with such work in compliance with the instructions of the **CITY**; such compliance shall not be a waiver of the **CONTRACTOR**'s rights to make a claim, provided they have notified **CITY** in writing as above stipulated.

B. Defaults and Remedies.

1. Events of Default. The following events shall constitute an Event of Default under this Contract:

- a) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders, and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;
- b) failure to comply with any of the terms contained in this Contract and such failure continues for a period of thirty (30) days following written notice thereof given by the **CITY**;
- c) failure to fulfill in a timely and proper manner its obligations under this Contract;
- d) ineffective or improper use of funds provided under this Contract;
- e) submission by **CONTRACTOR** at any time of any material representation in any certification, report or communication the **CITY** that is determined by the **CITY** to be false, incomplete, misleading, or incorrect in any material manner;
- f) failure to disclose to the **CITY**, upon demand, the name of all persons with whom **CONTRACTOR** has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or

- g) if any other default occurs under any of the CDBG documents executed by **CONTRACTOR** in connection with this grant by the **CITY** (herein the "CDBG Documents") which is not elsewhere specifically addressed herein.
- h) Notwithstanding any of the forgoing provisions to the contrary, if **CONTRACTOR** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the **CITY** may, at its sole option, cure such default, provided, however, that the **CITY** shall be under no duty or obligation to do so.

2. Remedies for Non-compliance. If **CONTRACTOR** commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Contract, **CITY** may impose additional conditions as described in 2 CFR §200.207. If **CITY** determines that noncompliance cannot be remedied by imposing additional conditions, **CITY** may take one or more of the following actions, including but not limited to:

- a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the **CITY**;
- b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the award;
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- e) Withhold further federal awards for the project or program; or
- f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Contract, or any other available remedies.

3. Remedies/Suspension and Termination. **CONTRACTOR** and **CITY** will comply with the noncompliance and termination provisions in 2 CFR part 200, subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, **CITY** may suspend or terminate this Contract in whole or in part if **CONTRACTOR** fails to comply with any terms and conditions of this Contract or upon the occurrence of any Event of Default or any other breach of this Contract. **CITY** can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available

to it under the terms of this Contract, the CDBG forms, under statutory law, equity or under common law. If **CITY** terminates this Contract, **CONTRACTOR** shall also forfeit to the **CITY** all unexpended monies awarded under the Contract. **CONTRACTOR** may also be required to refund all CDBG funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

In accordance with 2 CFR §200.339, **CITY** can terminate the Contract with the consent of **CONTRACTOR** in which case **CONTRACTOR** and **CITY** must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Contract may also be terminated by **CONTRACTOR** or **CITY** with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the **CITY** determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the **CITY** may terminate the award in its entirety.

If this award is terminated or partially terminated, **CONTRACTOR** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the **CITY** may have available to it.

4. **No Waiver.** Failure of the **CITY** to declare a default shall not constitute a waiver of any rights by the **CITY**. Furthermore, the waiver of any default by the **CITY** shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between **CITY** and **CONTRACTOR**. **CONTRACTOR** agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with CDBG funds.
2. **Insurance Coverage.** **CONTRACTOR**, at its sole expense, shall maintain in force at all times during performance under this Contract all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall

be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of **CONTRACTOR**'s performance of the Contract. **CITY**, its officers and employees, shall be named as additional insured on all policies of liability insurance. The **CITY** and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to **CITY** prior to execution of this Contract. Required coverage includes:

- 2.1.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.
- 2.1.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.
- 2.1.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.
- 2.1.4. *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

3. Indemnification. **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR**'s performance or non-performance of this Contract or because of or due to the existence of the Contract itself.

SECTION 8: MISCELLANEOUS PROVISIONS

- 1. **Assignment.** **CONTRACTOR** shall not assign or transfer any interest in this Contract without the prior written consent of the **CITY**.
- 2. **No Grant of Vested Rights.** This Contract shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by **CONTRACTOR** or anyone it assists.
- 3. **Severability.** This Contract shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Contract is held to be invalid by any court of competent

jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

4. **Entire Contract/Modification.** This Contract, together with all of the Exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Contract may only be modified in writing, signed by both of the parties hereto.
5. **Notices.** Whenever by the terms of this Contract, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

Craig Holland, Director
Development Services Department
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Dalton Baylor, President
DB Civil Construction, LLC
4475 S US, STE 502,
St. Augustine, FL 32086

6. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals as set forth below.

DB Civil Construction, LLC

By: Dalton Baylor
Signature

Title: President

State of Florida
County of Osceola

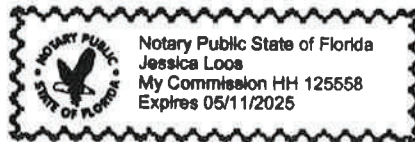
The foregoing instrument was acknowledged before me this 24th day of Jan, 2022, by means of ☒ physical presence or ☐ online notarization, by Dalton Baylor as President for DB Civil Construction, LLC Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Jessica Loos
Print Name: Jessica Loos
My Commission Expires: May 11, 2025

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor



Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY Attorney

EXHIBIT "A"
REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier): DB Civil Construction, LLC
2. Contractor's unique entity identifier: 82-1245533
3. Federal Award Identification Number (FAIN): B-18-MC-12-0051; B-19-MC-12-0051
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: _____
5. Subaward Period of Performance Start Date and End Date: _____ to 9/30/2022
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: \$ _____.
7. Total Amount of Federal Funds obligated to CONTRACTOR by the pass-through entity including the current obligation: \$ _____.
8. Total Amount of the Federal Award committed to the CONTRACTOR by the pass-through entity: \$ _____.
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To pay for paving and other improvement costs of the Hudson Street Project.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Kissimmee; Frances De Jesus; 101 Church Street, Kissimmee, FL 34741; 407-518-2156.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: 14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A

EXHIBIT "B"

Additional Project Requirements

1. **CONTRACTOR** shall provide construction services and shall pave .25 miles of roadway with curbing, concrete driveway aprons and a 5-foot wide concrete sidewalk along both sides of the roadway. Other activities include, minor construction activities such as clearing and grubbing, earthwork, grading, mailbox relocate and sodding.
2. **CONTRACTOR** shall at all times maintain facilities in conformance with all applicable codes, licensing and other requirements for the operation of the Project.
3. **CONTRACTOR** shall ensure that the numbers, background, and qualifications of the **CONTRACTOR** are appropriate for the rehabilitation services provided and at least meet the minimum standards established by the pertinent licensing bodies.
4. All costs eligible for CDBG reimbursement offered by **CONTRACTOR** under this program shall only include costs directly related to the paving and other improvement costs of the Hudson Street project.
5. The City's CDBG funds shall be expended only for the items indicated in the Budget, **Exhibit "C"**.
6. **CONTRACTOR** shall complete detailed write-ups of the work to be performed, including estimated costs and material to be used. All construction must comply with the City's building code, all zoning regulations, and the CDBG program guidelines, and Rules, Regulations. As construction progresses and invoices are submitted, **CONTRACTOR** will verify that the expenses are reasonable, the work is completed properly, the construction lien law is followed, and releases are obtained. **CONTRACTOR** shall maintain these records all necessary licenses and permits, site visits and final inspection reports, all releases, invoices and checks in accordance with general record-keeping requirements set forth in this Contract.

EXHIBIT "C"

Budget

BID FORM SUMMARY
BID No. IFB2021-003

Project: **HUDSON STREET IMPROVEMENTS PROJECT**

1. PROJECT GRAND TOTAL:

373,204.00 (Numbers)

Three hundred seventy three thousand two hundred four (Words)

**Completion Time for
BASE BID**

After Notice To Proceed: 150 Contract time (Calendar days)

EXHIBIT "D"

CHANGE ORDER # _____

CONTRACTOR NAME	
------------------------	--

The Contract for Work entered into on _____, 2022 by and between the above Contractor and the City, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$_____ for a new total of \$_____.

The work completion deadline is _____.

The deadline is: ☐ **extended to** _____ ☐ **not extended**

Contractor Signature Date

The scope of work proposed on this Change order is approved; payment shall NOT be responsibility under this Contract.

HCD Program Coordinator Date

The scope of work proposed on this Change order is approved; payment shall be responsibility under this Contract.

HCD Program Coordinator Date

EXHIBIT "E"
REQUEST FOR PAYMENT

Contractor:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$264,478.00
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President	Date
Signature - Executive Director or Board President Signature	Date

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing and Community Development Coordinator Signature	Date
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APPROVAL INFORMATION

EXHIBIT “F”

CDBG Program Requirements

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR**'s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller

General of the United States (known as the “Green Book”) or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City’s Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

- d. Accounting records - **CONTRACTOR**’s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – “Personnel Activity Reports” shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel

activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property assisted with CDBG funds in the format requested by the City.

10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

- e. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "G"
Payment Requests and Reporting Requirements

- A. **CONTRACTOR** shall submit all reports to the City of Kissimmee, Housing and Community Development Division as described in this Agreement.
- B. **CONTRACTOR** shall provide the submit monthly reports to the City.
- C. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, **CONTRACTOR** shall inform the **CITY** as soon as the following types of conditions become known:
 - 1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- D. Expenses incurred by **CONTRACTOR** will not be processed for reimbursement by the Housing and Community Development Program Coordinator if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted electronically will not be reimbursable by the City if such expenditures were not expended directly for the rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Contract.
- E. Provided that the invoices are complete and undisputed, the Housing and Community Development Program Coordinator will process reimbursement of approved invoices within thirty (30) days of receipt of such requests and will use its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.
- F. As applicable, the monthly invoice shall include:
 - a. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
 - b. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
 - c. Total cost of services.
 - d. If applicable, if outside subcontractors have done the work, submit

the paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "H"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER \$10,000

A. Equal Opportunity Clause:

CONTRACTOR agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the **CONTRACTOR** agrees as follows:

1. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by on or behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The **CONTRACTOR** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint

or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the **CONTRACTOR** 's legal duty to furnish information.

4. The **CONTRACTOR** will send to each labor union or representative of workers with which the **CONTRACTOR** has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **CONTRACTOR**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The **CONTRACTOR** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The **CONTRACTOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the **CONTRACTOR**'s noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further government contracts or Federally assisted construction 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.
8. The **CONTRACTOR** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **CONTRACTOR** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of **CONTRACTORS** and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a **CONTRACTOR** debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **CONTRACTORS** and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT “I”
FEDERAL LABOR STANDARDS PROVISIONS
(Insert)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Davis Bacon Act WD#FL20210181

(Insert)

"General Decision Number: FL20220181 01/07/2022

Superseded General Decision Number: FL20210181

State: Florida

Construction Type: Highway

County: Osceola County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

* ELEC0915-004 12/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 31.69	41%+\$0.35

SUFL2013-042 08/19/2013		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.10	0.00

CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
FENCE ERECTOR.....	\$ 10.23	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.88	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.28	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.61	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.89	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 15.25	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.18	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.22	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 23.11	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 13.93	0.00
OPERATOR: Mechanic.....	\$ 18.05	0.00
OPERATOR: Milling Machine.....	\$ 14.79	0.00

OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.91	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.50	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.24	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 16.08	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.78	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.89	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.29	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Payroll Log

(Insert)

NAME OF CONTRACTOR ☐	OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008 Expires: 07/31/2024
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[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)
_____;
(Building or Work) _____; that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

EXHIBIT "J"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative Contracts) and that **CONTRACTOR** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(
CORPORATE SEAL)

By: 
Date: 1/27/22

EXHIBIT “K”

SECTION 3 ECONOMIC OPPORTUNITY

FAQ’s on Section 3 regarding Bidding and Contracting Requirements - Housing and Community Development (CDBG)

1.What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

•How do I obtain more information outside of this document?

Please see the following websites for additional information.

<https://ded2.mo.gov/cdbg/reporting/section-3>

<https://www.hud.gov/section3>

To Register your business as a Section 3 Business, you will self- certify at the following web address:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/>

To search for self-certified Section 3 contractors and subcontractors to directly solicit:

<http://www.hud.gov/Sec3Biz>

To search for and register for Section 3 contracting and job opportunities, use the Section 3 Opportunity Portal to match Section 3 Residents to jobs and training opportunities and Section 3 Businesses to contracting opportunities.

<https://hudapps.hud.gov/OpportunityPortal/>

2.What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?

“Best efforts” and “greatest extent feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. See 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive “best efforts” to be the more rigorous standard, while others perceive “greatest extent feasible” to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient’s reported results will be compared to the

outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3.What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

- 1.The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
- 2.The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
- 3.The worker is a YouthBuild participant.

4.What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2)currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i)A resident of public housing or Section 8-assisted housing;
 - (ii)A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii)A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i)Living within the service area or the neighborhood of the project, as defined in 24CFR § 75.5; or
 - (ii)A YouthBuild participant.

5.What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

• How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.org/portal/datasets/il.html>.

6. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the 5 percent is included as part of the 25 percent threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

Reporting table that will be required:

Labor Hours of Project

Calculated Percentage

Safe Harbor Benchmark Met

Total Labor Hours

Section 3 Target Worker Hours

Section 3 Worker Hours

HUD sought to tie Section 3 reporting requirements to statutory requirements while also aligning it as close as possible with standard business practices in that most recipients, subrecipients, contractors, and subcontractors already track labor hours in their payroll systems.

For those employers who do not track labor hours in detail through a time-and-attendance system, HUD does not require they acquire such a system. Instead, they may provide a good faith assessment of the labor hours for a full-or part-time employee.

7. What is a “Service Area” or “Neighborhood of the project”?

“Service area” or the “neighborhood of the project” means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

8. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, and childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- Promote Use of Section 3 Business Registry and HUD Opportunity Portal

9. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR

§75.13 or §75.23, this compliance determination may be rescinded.

10. What recordkeeping responsibilities do contractors/subcontractors have?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

11. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

12. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

13. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should

identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation is required.

14. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- a. A worker's self-certification that their income is below the income limit from the prior calendar year;
- b. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- c. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- d. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- e. An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant

For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance

with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (

www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation..

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

15. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

16. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

17. Are all public housing residents considered Section 3 workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

18. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

19. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

20. Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

EXHIBIT “L”

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that **CONTRACTOR** knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the **CONTRACTOR** and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. **CONTRACTOR** will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. **CONTRACTOR** certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in **CONTRACTOR**'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. **CONTRACTOR**'s policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:

1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. **CONTRACTOR** shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). **CONTRACTOR** further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of CONTRACTOR: DB Civil Construction, LLC

Program Name: _____

Grant : Community Development Block Grant

Date:

The CONTRACTOR shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

Hudson Street, Kissimmee, Florida
Osceola County, 34741

Check _____ if there are work places on file that are not identified here.

DB Civil Construction, LLC
(Corporate Seal)

By: 

Date: 1/27/22

EXHIBIT “M”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, DALTON BAYLOR (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

☒ I attest that DB Civil Construction, LLC (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity.

☐ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature:

Dalton Baylor

(Printed Name of President/Executive Director/Board Chair)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by means of ☐ physical presence or ☐ online notarization, by _as _for _____, a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

ITEM 7.I

TASK WORK ORDER NO. 1 WITH CONSOR ENGINEERS, LLC FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR THE HUDSON STREET IMPROVEMENT PROJECT

Request

Approval of Task Work Order No. 1 with CONSOR Engineers, LLC for the construction engineering & inspection (CEI) services for the Hudson Street Improvement project and approval to transfer funds from the Stormwater Fund to cover project costs.

Explanation

In an effort to ensure the City's capital improvement projects are constructed in line with the approved construction documents, the City desires to award CEI services to one of its continuing services contract consultants. This will ensure proper documentation throughout the duration of the project and assist with minimizing change order requests.

The Hudson Street Improvement project consists of new paving of 0.25 miles of roadway with curbing for drainage purposes, concrete driveway aprons and a 5-foot wide concrete sidewalk along both sides of the roadway. Other activities include minor construction activities such as clearing and grubbing, earthwork, grading, mailbox relocation and sodding.

Through review and consideration of the HUD-CDBG federal program requirements, the CEI services for this federally-funded project will include additional support for project management oversight and federal-aid contract compliance monitoring. To implement these services, the City has selected CONSOR Engineers, LLC. as the CEI consultant for the Hudson Street Improvement project at a cost of \$82,533.81.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-503131		Decrease	\$209,903	\$42,000.00
00145203-503131		Increase	\$60,000	\$42,000.00

Financial Summary:

Sufficient funds to cover these services will be available upon approval of a budget transfer from the Stormwater Fund to the General Fund Professional Services account.

Recommendation

City Commission approval of Task Work Order No. 1 with CONSOR Engineers, LLC. to provide CEI services for the Hudson Street Improvement project in the amount of \$82,533.81.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. COK TWO #01 Hudson Street Proposal 12-21-2021 (Removed Active Signatures)
2. CONSOR Engineers, LLC - 2021_Executed
3. Task Work Order #1 - Signed rtm- Hudson St_ALWsigned_NGM012022 (Removed Active Signatures)

December 21, 2021

Victor A. Aponte
Engineer II
City of Kissimmee
101 Church Street
Kissimmee Fl. 34741

RE: Construction Engineering Inspection (CEI)
RFQ 2021- 003 Continuing Contract for Engineering Services
Task Work Order #01 - Hudson Street Improvements Project

In response to your request, we are pleased to submit this cost proposal for Construction Engineering Inspection (CEI) services for the *Hudson Street Improvements project*.

CEI Task/General Scope of Services to include:

In partnership with the City of Kissimmee, CONSOR Engineers will provide Project Management oversight of TWO #01 and will add DRMP, Inc. to the CSC team to provide project administration, construction inspection, and federal compliance monitoring. The Project Administrator/Senior Project Engineer, Ryan Pellarin, PE., will be the point of contact for DRMP, Inc. and will provide project controls over construction activities.

CONSOR Engineers' Point of Contact:

Project Manager: M. Allen Gault, Jr.
agault@consoreng.com
Cell: (407)460-9322

DRMP, Inc. Point of Contact:

Senior Project Engineer/Project Administrator: Ryan Pellarin, PE, CCM
RPellarin@drmp.com
Cell: (407)376-3845

Tasks include:

Task No.	CEI Task/Scope of Services
1	Precon Conf & EEO Precon Conf- Invite all appropriate agencies; Administer precon meeting & EEO Meeting; Prepare agendas; Prepare and distribute meeting minutes;
2	Preconstruction Activities- Prepare field books; Prepare quantity spreadsheets; Prepare DWR template; Contractor QC Review and acceptance; Preconstruction photos and videos
3	Schedule Review- Review the logic and relationships of each work activity; Review start and finish dates for each activity; Review project float duration; Review production rates of each work activity for accuracy
4	Onsite Inspection Services- Part time Inspection coverage; Ensure project is constructed in accordance with Contract documents; Perform materials testing; Inspect environmental compliance & Davis Bacon Act compliance
5	Project Management/Contract Administration - Cost Control; Resolve constructability issues; Coordination with applicable business owners/utility owners; Pre-Operation Meetings
6	Progress Meetings (Bi-weekly) - Invite attendees; Prepare agenda; Prepare and distribute meeting minutes; Resolve Contractor/project issues; Review EEO compliance
7	Project Submittals- Review RFIs and make recommendations; Review Shop Drawing and Material submittals; Review and verify payroll
8	Monthly Pay Estimate Review - Review/verify quantity of installed pay items
9	Final Project Acceptance/Project Closeout- Develop punch list; Administer preliminary and final project Walk-Through Meetings; Prepare and submit final project records; Review/verify As-Built Plans

Not to Exceed Amount: \$82,533.81 - Duration: 150 days to include substantial completion date and final completion date. This proposal is valid for 60 days.

CEI Services Manpower and Fee Schedule Chart:

CEI Personnel	Month							TOTAL		Loaded Rate	Cost
	Pre-Const	1	2	3	4	5	Post-Const	Months	Man-hours		
Project Manager		0.02	0.02	0.02	0.02	0.02		0.10	16.50	\$ 238.64	\$ 3,937.56
Project Administrator	0.10	0.25	0.25	0.25	0.25	0.25	0.10	1.45	239.25	\$ 135.00	\$ 32,298.75
Inspector		0.50	0.50	0.50	0.50	0.50		2.50	412.50	\$ 76.00	\$ 31,350.00
Senior Inspector		0.10	0.05	0.10	0.05	0.10		0.40	66.00	\$ 90.00	\$ 5,940.00
Resident Compliance Specialist	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.70	115.50	\$ 65.00	\$ 7,507.50
Labortatory Materials Testing											\$ 1,500.00
Total									833.25	Total	\$ 82,533.81

If you have any questions, or need further clarification, please call me at (407) 460-9322

Sincerely,

M. Allen Gault, Jr.

Digitally signed by M. Allen Gault, Jr.
DN: C=US,
E=agault@consoreng.com,
O="CONSORENG Engineers, LLC",
CN="M. Allen Gault, Jr."
Reason: I attest to the accuracy and
integrity of this document
Date: 2021.12.21 12:20:12-05'00'

M. Allen Gault, Jr.
Project Manager

Enclosures/Attachments

cc: Attachment A TWO 01
Attachment B CEI Services Manhour Chart
Attachment C CONSOR Hourly Burden Rate
Attachment D DRMP Hourly Rate Table



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 1

Purchase Order#:

DATE: December 16, 2021.

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to **CONSOR Engineers, LLC** with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: CEI services for Hudson Street Improvements Project from Ernest St to Sunny St. Services are to be provided to verify construction is completed in reasonable conformance and in accordance with the FDOT Standard Specifications for Road and Bridge Construction and the FDOT Standard Plans for Road and Bridge Construction.

FORM OF COMPLETED DELIVERABLES: Contract Administration and On-Site Inspection of Contractor's work. CEI subconsultant, DRMP, Inc., will hold preconstruction conference, hold project progress/coordination meetings, review Contractor's schedule, manage project submittal and pay application reviews, perform and document on-site inspection, and perform substantial and final acceptance project closeout procedures.

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$82,533.11 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 150 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Project Manager- Project Management of TWO	\$ 3,937.56
2) Project Administrator - Oversees project controls and inspectors, including checking contractors' controls and coordinating schedules, reviews constructors schedule. Reviews submittals for conformance to plans and specifications.	\$ 32,298.75
3) Senior Inspectors & Inspectors - Monitors construction activities and verifies contract installations are in accordance with approved contract documents.	\$ 37,290.00
4) Resident Compliance Specialist - Monitors Construction Contract for compliance with all requirements of EEO, AA, DBE, and federal Wage Rate Provisions in accordance with all contract documents..	\$ 7,507.50
5) Labrotatory Materials Testing	\$ 1,500.00
	\$ 82,533.81

Contract Dollars: \$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$82,533.81

Accepted By: _____
(Signature)

Title/Position: _____

City Engineer: _____
City Engineer (Signature)

Approved By: _____
Director, PW&E (Signature)

Approved as to Form and Legality:

City Attorney (Signature)

Requested By: _____
(Signature)

Approved By: _____
City Manager (Signature)

Approved By: _____
Mayor (Signature)

City Commission Approval Date: _____
(If Required)

City of Kissimmee CSC - TWO 01 - Hudson Street Improvements
CEI SERVICES MANPOWER CHART

FPID: N/A
Bid No.
Local Agency: City of Kissimmee
Project Description: Hudson St Improvements from Sunny St to Ernest St
Construction Duration: 150 Days

CEI Personnel	Month							TOTAL		Loaded Rate	Cost
	Pre-Const	1	2	3	4	5	Post-Const	Months	Man-hours		
Project Manager		0.02	0.02	0.02	0.02	0.02		0.10	16.50	\$ 238.64	\$ 3,937.56
Project Administrator	0.10	0.25	0.25	0.25	0.25	0.25	0.10	1.45	239.25	\$ 135.00	\$ 32,298.75
Inspector		0.50	0.50	0.50	0.50	0.50		2.50	412.50	\$ 76.00	\$ 31,350.00
Senior Inspector		0.10	0.05	0.10	0.05	0.10		0.40	66.00	\$ 90.00	\$ 5,940.00
Resident Compliance Specialist	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.70	115.50	\$ 65.00	\$ 7,507.50
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Total									833.25	Total	\$ 82,533.81

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CONSOR

2021 Rate Sheet

Job Classification	Burdened Rate
Chief Engineer	\$ 304.50
Project Manager	\$ 238.64
Senior Engineer	\$ 210.60
Project Engineer	\$ 163.25
Engineer	\$ 142.08
Engineer Intern	\$ 112.02
Designer/CADD	\$ 86.63

Exhibit "A"
Effective February 8, 2021

Administrative/Office Support	Rate
Administrative Support I	\$55.00
Administrative Support II	\$65.00
Administrative Support III	\$75.00
Administrative Support IV	\$85.00
Senior Administrative Support	\$115.00
Senior Administrative Supervisor	\$120.00
Administrative Department Manager	\$160.00
Reproduction Support	\$60.00
Information Systems I	\$95.00
Information Systems II	\$105.00
Graphic Design	
Graphic Designer I	\$55.00
Graphic Designer II	\$75.00
Graphic Designer III	\$120.00
Technical Writing	
Technical Writer I	\$50.00
Technical Writer II	\$65.00
Technical Writer III	\$85.00
Engineering	
Engineering Technician I	\$55.00
Engineering Technician II	\$65.00
Engineering Technician III	\$70.00
Engineering Technician IV	\$80.00
Engineering Technician V	\$90.00
Engineer I (<i>Graduate Eng.</i>)	\$90.00
Engineer II	\$95.00
Engineer III	\$100.00
Engineer IV	\$105.00
Engineer V (P.E.) (<i>Registered Eng.</i>)	\$120.00
Engineer VI (P.E.)	\$135.00
Engineer VII (P.E.)	\$150.00
Engineer VIII (P.E.)	\$170.00
Chief Engineer I (P.E.) (<i>20+ yrs</i>)	\$190.00
Chief Engineer II (P.E.) (<i>20+ yrs</i>)	\$250.00
Environmental	
Environmental Scientist I	\$70.00
Environmental Scientist II	\$90.00
Environmental Scientist III	\$110.00
Chief Environmental Scientist	\$125.00
Senior Ecologist	\$160.00
GIS	
GIS Technician	\$65.00
GIS Analyst I	\$75.00
GIS Analyst II	\$90.00
GIS Analyst III	\$125.00
GIS Senior Project Manager	\$180.00
CEI	
Inspector I	\$62.00
Inspector II	\$76.00
Senior Inspector I	\$90.00
Senior Inspector II	\$106.00
Specialist (Materials, Contract, IT, etc.)	\$120.00
Project Administrator I	\$135.00
Inspection Manager/Proj. Admin II	\$170.00
Resident Engineer	\$195.00
NBIS - Bridge Inspection	
NBIS Engineer	\$200.00
NBIS Team Leader	\$155.00
NBIS Team Member	\$80.00

Expert Witness	Rate
Expert Witness Research	\$145.00
Expert Witness Testimony	\$250.00
Public Relations	
Public Relations I	\$95.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	\$165.00
3-Person Survey Crew	\$200.00
4-Person Survey Crew	\$255.00
Survey CADD / Technician	\$95.00
Surveyor in Training / Technician II	\$105.00
Surveyor in Training / Technician III	\$110.00
Professional Surveyor & Mapper (<i>Registered Surv</i>)	\$145.00
Surveyor Project Manager	\$175.00
Senior Professional Survey & Mapper	\$220.00
Chief Surveyor & Mapper	\$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	\$140.00
Unmanned Autonomous System (UAS) Technician	\$85.00
Unmanned Autonomous System (UAS) Lidar Unit	\$1,500.00
Static Terrestrial Lidar	
3 Person Crew	\$180.00
4 Person Crew	\$220.00
5 Person Crew	\$285.00
Mobile LIDAR Unit / Daily Rate	\$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	\$120.00
2-Person GPR/Concrete Imaging Crew	\$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	\$120.00
2-Person Utility Designate/Locate Crew	\$185.00
3-Person Vacuum Excavation S.U.E. Crew	\$240.00
4-Person Vacuum Excavation S.U.E. Crew	\$285.00
S.U.E. Project Manager	\$145.00
Utility Locate Technician	\$100.00
Senior SUE Tech	\$120.00
Planning	
Planner I	\$75.00
Planner II	\$85.00
Planner III	\$100.00
Planner IV	\$115.00
Senior Planner I	\$125.00
Senior Planner II	\$140.00
Senior Planner III	\$165.00
Designers	
Designer I	\$100.00
Designer II	\$110.00
Designer III	\$120.00
Designer IV	\$130.00
Designer V	\$140.00
Management	
Project Manager I	\$95.00
Project Manager II	\$100.00
Project Manager III	\$110.00
Senior Project Manager I (<i>\$100k +</i>)	\$150.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$200.00
Senior Project Manager IV	\$275.00
Supervising Engineer	\$180.00
Department Managers I	\$190.00
Department Managers II	\$220.00
Division Managers I	\$240.00
Division Managers II	\$285.00
Principals	\$360.00

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND CONSOR ENGINEERS, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **CONSOR ENGINEERS, LLC** whose address is 1511 East State Road 434, Suite 1001, Winter Springs, FL 32708, hereinafter "**DESIGN ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that CONSOR ENGINEERS, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

- 1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

- 3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

- 6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.

Assistant Director of Public Works & Engineering/City Engineer

City of Kissimmee

Department of Public Works & Engineering

101 N. Church Street

Kissimmee, Florida 34741

CONSOR ENGINEERS, LLC

1511 East State Road 434, Suite 1001

Winter Springs, FL 32708

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the

DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or

material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate

termination of this Agreement under the provisions of Section 8.1.

- 12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.
- 14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that

performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

CONSOR ENGINEERS, LLC

By: [Signature]

Title: Executive Vice President

Date: June 8, 2021

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 3rd day of June, 2021, by Frank Hickox, as Exec. Vice President of Consort Engineers LLC, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]



Rebecca Sue Pender
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200209
Expires 4/22/2022

Print Name: Rebecca Sue Pender

My Commission Expires: 4/22/22

CITY OF KISSIMMEE

[Signature]
Olga Gonzalez, Mayor-Commissioner

Attest

[Signature]
Linda Hansell, City Clerk

Approved as to form and legality

[Signature]
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF ASSIGNMENT:	
FORM OF COMPLETED DELIVERABLES:	
BASIS OF PAYMENT: Services shall be made on the basis of _____ (method of compensation) method in accordance with the Work Order/Agreement, the total not to exceed \$ _____ without further authorization from the City of Kissimmee.	
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.



CONSOR

2021 Rate Sheet

Job Classification	Burdened Rate	
Chief Engineer	\$	304.50
Project Manager	\$	238.64
Senior Engineer	\$	210.60
Project Engineer	\$	163.25
Engineer	\$	142.08
Engineer Intern	\$	112.02
Designer/CADD	\$	86.63



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 1

Purchase Order#:

DATE: December 21, 2021.

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to **CONSOR Engineers, LLC** with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: CEI services for Hudson Street Improvements Project from Ernest St to Sunny St. Services are to be provided to verify construction is completed in reasonable conformance and in accordance with the FDOT Standard Specifications for Road and Bridge Construction and the FDOT Standard Plans for Road and Bridge Construction.

FORM OF COMPLETED DELIVERABLES: Contract Administration and On-Site Inspection of Contractor's work. CEI subconsultant, DRMP, Inc., will hold preconstruction conference, hold project progress/coordination meetings, review Contractor's schedule, manage project submittal and pay application reviews, perform and document on-site inspection, and perform substantial and final acceptance project closeout procedures.

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Scope of Services, the total not to exceed \$82,533.11 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 150 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Project Manager- Project Management of TWO	\$ 3,937.56
2) Project Administrator - Oversees project controls and inspectors, including checking contractors' controls and coordinating schedules, reviews constructors schedule. Reviews submittals for conformance to plans and specifications.	\$ 32,298.75
3) Senior Inspectors & Inspectors - Monitors construction activities and verifies contract installations are in accordance with approved contract documents.	\$ 37,290.00
4) Resident Compliance Specialist - Monitors Construction Contract for compliance with all requirements of EEO, AA, DBE, and federal Wage Rate Provisions in accordance with all contract documents..	\$ 7,507.50
5) Labrotatory Materials Testing	\$ 1,500.00
	\$ 82,533.81

Contract Dollars: \$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$82,533.81

Accepted By: David Bowden Digitally signed by David Bowden
Date: 2021.12.21 12:02:22 -05'00'
(Signature)

Title/Position: Sr Vice President

City Engineer: Ashley L. Willis Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, ou=Public Works & Engineering, ou=Engineering,
email=awillis@kissimmee.org, c=US
Date: 2022.01.12 13:34:28 -05'00'
City Engineer (Signature)

Approved By: _____
Director, PW&E (Signature)

Approved as to Form and Legality:

City Attorney (Signature)

Requested By: Robert Tanaka Masiku Digitally signed by Robert Tanaka
Masiku
Date: 2022.01.04 16:03:26 -05'00'
(Signature)

Approved By: _____
City Manager (Signature)

Approved By: _____
Mayor (Signature)

City Commission Approval Date: _____
(If Required)