



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 5, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

- 3.A Swearing In of Six New Firefighters
- 3.B Proclamation - National Fair Housing Month
- 3.C Proclamation - Denim Day 2022
- 3.D Presentation of Retirement Watch to Pat Fisher
- 3.E Employee of the Month for April - Jeanette Flaherty

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - First Reading - Ordinance Amending Part II, Chapter 4: Alcoholic Beverages - Proposed Ordinance #22-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE V, LICENSES AND BUSINESS REGULATIONS, CHAPTER 4, ALCOHOLIC BEVERAGES; UPDATING AND REORGANIZING LANGUAGE THROUGHOUT CHAPTER 4; ADDING A DEFINITION OF A STOCK MEAL; AMENDING SECTION 4-2, LOCATION OF ESTABLISHMENT, ZONING; AMENDING SECTION 4-5 REGULATION OF RESTAURANTS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

5. PUBLIC HEARINGS

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 the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

- 7.A Approval of City Commission Minutes from the March 15, 2022 meeting
- 7.B Central Services Fuel Tank Spill Bucket Replacements
- 7.C Weston 4 Hundred - Final Plat (DRC# 20-00104)
- 7.D Change Order No. 4 with Gomez Construction for the Security Improvements at Kissimmee Gateway Airport

- 7.E Interlocal Agreement between Osceola County and the City of Kissimmee for the Shingle Creek Regional Trail Phase 2B Project
- 7.F Local Agency Program Supplemental Agreement No.1 with the Florida Department of Transportation for the Design of the Connect Kissimmee Complete Streets Project
- 7.G Agreement with AECOM for Design Services for the Connect Kissimmee Complete Streets Project
- 7.H Change Orders No. 1 and No. 2 to Amend the Contract with Schuller Contractors, Inc. for the Toho–Valencia Trail II Project
- 7.I State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement between City of Kissimmee, Habitat for Humanity of Greater Orlando and Osceola County, and Lucy Rodrigues
- 7.J Temporary Easement for Large Scale Active Shooter Exercise
- 7.K Acceptance of the Fiscal Year 2021 Orlando/Orange County Urban Area Security Initiative (UASI) Region Funding for a License Plate Reader Program

8. DISCUSSION ITEMS

- 8.A Downtown Kissimmee Community Redevelopment Agency Funding for the Design and Engineering of the Connect Kissimmee Complete Streets Project
- 8.B Approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC
- 8.C Appointment to the MetroPlan Orlando Citizen Advisory Committee

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 Commission Meeting 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 State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 3.A

Swearing In of Six New Firefighters

Request

Staff requests that these six (6) new firefighters be sworn in as City of Kissimmee Fire Department firefighters.

Explanation

Six new employees have been hired by the City of Kissimmee Fire Department to fill current openings. These employees have completed an extensive orientation and have now been assigned to a shift and station.

Staff requests that these employees be sworn-in in front of the City Commission to reflect the professionalism and respect their jobs deserve. This will also allow the Commissioners an opportunity to meet the new firefighters that will be serving this city.

The firefighters to be sworn in are:

Firefighter Taylor Farmer
Firefighter Gabriel Ramos
Firefighter Xavier Indart
Firefighter Wyatt Calderon
Firefighter Cynthia Sayers
Firefighter Alexander Hebra

Department: Fire
Presenter: James Walls

Attachment(s):

None

ITEM 3.B**Proclamation - National Fair Housing Month****Request**

Presentation of a Proclamation in honor of National Fair Housing Month.

Explanation

The Secretary of HUD proclaimed April 2022 as "National Fair Housing Month", and asked all CDBG Entitlement Communities to join in celebrating the freedom of housing choices and fair housing opportunities.

Department: Development Services

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - National Fair Housing Month

Proclamation



NATIONAL FAIR HOUSING MONTH

WHEREAS, in 2004 the City of Kissimmee became an "entitlement" recipient of Federal Funds from the U. S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Kissimmee certified that it will affirmatively further fair housing opportunities and work to identify and remove impediments to fair housing choices; and

WHEREAS, the City's *2020-2025 Consolidated Plan* and the *Analysis of Impediments to Fair Housing*, outlines fair housing initiatives which include an outreach and education campaign to further fair housing choices for Kissimmee residents; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act of 1988, and the City of Kissimmee *Fair Housing Ordinance* enacted on January 17, 1984, all prohibit the discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex, national origin, disability or familial status; and

WHEREAS, the Secretary of HUD proclaimed April 2022, as "National Fair Housing Month" and asks all CDBG Entitlement Communities to join them in celebrating the freedom of housing choices and fair housing opportunities; and

WHEREAS, the Kissimmee City Commission feels that every person has a right to live where they choose with dignity and without fear of discrimination, and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee hereby proclaim the month of April 2022 as "**National Fair Housing Month**" in the City of Kissimmee and thanks the Osceola County Association of REALTORS® for their assistance in helping the City achieve the Fair Housing goals.

IN WITNESS, THEREOF, this is signed this 5th day April of 2022.

CITY MANAGER

MAY R-COMMISSIONER



ITEM 3.C**Proclamation - Denim Day 2022****Request**

Request the City Commission present a Proclamation in honor of "Denim Day 2022."

Explanation

NA

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Denim Day

Proclamation



DENIM DAY

WHEREAS, the month of April is national Sexual Assault Awareness Month calling attention to the fact that sexual assault and harassment is widespread and harms our community; and

WHEREAS, statistics show that one in five women and one in thirty-three men will be sexually assaulted at some point in their lives; and

WHEREAS, the Denim Day movement is a worldwide effort that started as a grass-roots protest against a controversial Italian Supreme Court decision, in which a sexual assault conviction was overturned because the victim was wearing tight jeans at the time of the attack; and

WHEREAS, Denim Day encourages everyone to speak up when comments are made that blame the victims or make light of sexual harassment and assault; and

WHEREAS, together when we change how we think and talk about the issue, we can create a culture of respect, equality and safety for our citizens; and

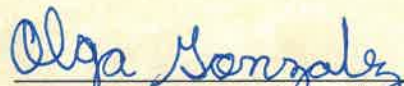
WHEREAS, with proper education on the matter and comprehensive prevention projects, sexual violence and its unfair and traumatizing effects are preventable; and

WHEREAS, the City of Kissimmee strongly supports the Victims Service Center of Central Florida and their efforts to heal victims, educate and train the community, and stop sexual violence before it starts.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim April 27, 2022 as **"DENIM DAY"** in the City of Kissimmee and urge all citizens to wear jeans on Denim Day to help spread awareness about the physical and emotional trauma that accompanies sexual assault, and to show our support for survivors in our community.

IN WITNESS, THEREOF, this is signed this 5TH day April of 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Presentation of Retirement Watch to Pat Fisher

Request

Presentation of a retirement watch to Pat Fisher, who is retiring from the City after 22 years of dedicated service as a Code Enforcement Officer.

Explanation

Pat Fisher has served the citizens of Kissimmee for 22 years. Known affectionately as "Fish" to co-workers, citizens and business owners, Pat has been a Code Enforcement Officer for his entire career with the City. He is one of the longest tenured Code Officers in the history of the City.

In 22 years, Pat handled almost 18,000 Code Enforcement cases, with over 99 percent of those cases being closed before the case needed to go to Special Magistrate, Code Enforcement Board or County Court. Pat exemplified the City's philosophy of "education over punishment" in regards to Code Enforcement and interaction with the citizens and business owners of Kissimmee.

Pat received the City of Kissimmee Employee of the Month Award in November 2020, an award given by his peers.

One of Pat's most memorable moments at the City was his portrayal of Santa Claus for children visiting City Hall. He even had his own Santa suit and beard to wear.

Pat had multiple accreditations from the Florida Association of Code Enforcement and numerous other certificates and accreditations, including his Housing Certification.

The people of the City of Kissimmee thank Pat for his hard work and dedication in making Kissimmee a great place to live and work.

Your City family and the people of Kissimmee, wish you the best in your retirement and sincerely thank you for making a difference for 22 years.

Department: Development Services

Presenter: Craig Holland

Attachment(s):

None

ITEM 3.E

Employee of the Month for April - Jeanette Flaherty

Request

That the City Commission join the City Manager in recognizing Jeanette Flaherty, Parks & Recreation, as April's Employee of the Month.

Explanation

It is a pleasure to announce that Jeanette Flaherty is Employee of the Month for April. Jeanette has been Secretary for the Parks & Recreation Department for over 2 years.

In the short time that Jeannette has been here, she has stepped up to assist her department and its customers. She quickly got acquainted with the City's resources and key personnel to be able to easily assist her internal and external customers – it's all part of the personal experience she delivers to help customers find exactly what they need.

Throughout staffing fluctuations, Jeanette has been constant in assisting with the Department's service and functions. The community expects a certain customer experience from Parks & Recreation and Jeanette has helped with that continuity. Her attitude and perseverance have been a great asset. For this, and more, the City is pleased to recognize Jeanette.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - First Reading - Ordinance Amending Part II, Chapter 4: Alcoholic Beverages - Proposed Ordinance #22-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE V, LICENSES AND BUSINESS REGULATIONS, CHAPTER 4, ALCOHOLIC BEVERAGES; UPDATING AND REORGANIZING LANGUAGE THROUGHOUT CHAPTER 4; ADDING A DEFINITION OF A STOCK MEAL; AMENDING SECTION 4-2, LOCATION OF ESTABLISHMENT, ZONING; AMENDING SECTION 4-5 REGULATION OF RESTAURANTS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Requesting approval of amendments to the alcoholic beverages ordinance.

Explanation

This is a request to amend Part II, Chapter 4: Alcoholic Beverages in the Code of Ordinances. The amendments are as follows:

- Updating minor language throughout the ordinance.
- Adding the transect zones established by the Form-Based Code area and removing zoning districts that no longer exist.
- Updating seating for the Downtown Community Redevelopment Area (CRA), per statutory changes.
- Adding a definition of Stock Meal and clarifying what qualifies as a restaurant.
- Decreasing the square footage of the minimum building size needed to allow the retail sale of intoxicating liquors in package only (liquor stores), other than beer and wine, from 12,000-square feet to 5,000-square feet and removing the standard that these establishments must be in a major shopping center.

Recommendation

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. Chapter 4: Alcoholic Beverages_Underline-Strikethrough
2. Chapter 4: Alcoholic Beverages_Clean
3. Proposed Ordinance 22-07
4. Advertisement

Chapter 4 ALCOHOLIC BEVERAGES¹

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In those cases wherein a term is not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, latest edition.

Alcoholic beverage means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though said remainder ingredients were distilled water.

Intoxicating liquor means all intoxicating or alcoholic liquor or beverages, including, but not limited to, beer, wine, ale, whiskey, spirits, liquor and all other so-called intoxicating and alcoholic beverages, regardless of the amount of alcoholic content. It shall be prima facie evidence that a beverage is an intoxicating liquor if there is proof that the beverage in question was or is known as whiskey, moonshine whiskey, shine, rum, gin, tequila, vodka, scotch whiskey, brandy, beer, ale, malt liquor, wine, liqueur, cordial, or by any other similar name or names, or was contained in a bottle or can labeled as any of the above names, or a name similar thereto, and the bottle or can bears the manufacturer's insignia, name or trademark. Any person who, by experience in the handling of intoxicating liquors, or who by taste, smell, or drinking of such intoxicating liquors has knowledge of the alcoholic nature thereof, may testify as to his-their opinion about whether such beverage is an intoxicating liquor.

Major shopping center means a shopping center comprised of a group of separate stores, with a minimum of three, having a gross floor space of not less than 12,000 square feet, utilizing a common parking facility.

Microbrewery/distillery means a limited-production brewery establishment in which the principal purpose is the production of alcoholic beverages, including the on-site fermentation, distilling, bottling, and distribution of alcoholic beverages, and which includes accessory uses that are tourist-oriented, such as tours of the microbrewery, tasting/sampling and retail sales of alcoholic beverages, on-site brewing, and related food products and/or restaurants.

¹State law reference(s)—Alcoholic beverage code, F.S. chs. 561—568; authority to regulate time of sale and use of premises, F.S. § 562.14; authority to regulate hours of business and location, sanitation and type of entertainment and conduct, F.S. § 562.45; disorderly intoxication, F.S. § 856.011.

Outdoor dining area means a space in which a licensee serves food and beverages as part of the operation of the licensed premises of a restaurant as a sidewalk cafe or porch area. An outdoor dining area must be located contiguous to the licensed restaurant and may only be separated by a sidewalk. No part of a sidewalk cafe or outdoor dining area shall be located within a public right-of-way and must meet all other requirements of zoning applicable to the location.

Public place/semi-public place means all publicly owned real property and such other private real property where the public is expressly or implicitly invited, which includes, but is not limited to, streets; highways; roads; alleys; sidewalks; school grounds; playgrounds; fields; courts; other facilities designed or used for athletic events or games; parking lots and parking structures that are open to the public; walkways and hallways of apartment buildings, condominiums, motels, hotels, and homeowner association owned areas, shopping centers, retail malls and retail stores; and parked vehicles in any of the foregoing places. The term "public place/semi-public place" does not include the front, side or back yards of dwelling units, up to but not including the public right-of-way or the pool areas of apartment buildings, condominiums, motels, hotels, and homeowner association owned areas.

Restaurant means an establishment having the necessary equipment to cook and prepare meals and that does prepare and serve meals. To cook and prepare meals shall mean foods that are cooked through the use of heat, such as boiling, baking or roasting on the -premises, and shall not mean meals that are microwaved, cooked or prepared at a different location and reheated on the premises.

Specialty retail. The following establishments are specialty retail:

Cafe style bookstore/shop is an establishment ~~which-that~~ primarily sells ~~new~~ books, ~~not used~~, and which contains an accessory cafe or small restaurant which offers a complete meal that is breakfast, lunch, or supper and where beer and wine are sold or offered for sale for consumption on-premises as incidentals to the bookstore.

Cigar store/cigar club means an establishment which contains ~~both~~ a cigar store and or cigar club which primarily provides a smoking experience or environment and where beer and wine are sold or offered for sale for consumption on-premises as incidental to the cigar club.

Gourmet food store means an establishment which primarily offers for sale gourmet and specialty items, treats for special occasions, or hard to find or luxury food items where beer and wine are occasionally offered as tasting samples on the premises. The term "gourmet food store" does not include convenience stores, conventional full line supermarkets, ethnic food stores or restaurants, delis, diners and similar eating establishments.

Wine shops/tasting room means an establishment which primarily offers for sale packaged wines, and contains a tasting room to sample wines, corkage fees permitted.

Stock Meal is the serving of cold plates, snacks, previously prepared sandwiches and any other type of meal that is capable of being served to more than one customer.

Tasting room means an accessory retail establishment to a microbrewery/distillery where individuals sample, purchase and consume the products created on-premises.

(Code 1976, §§ 4-14—4-16; Code 1995, § 5-3-1; Ord. No. 912, 3-21-1978; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 1009, 10-9-1979; Ord. No. 1093, 3-31-1981; Ord. No. 2663, 9-18-2007; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2728, 9-1-2009; Ord. No. 2756, 5-4-2010; Ord. No. 2960, § 1(5-3-1), 8-1-2017)

Sec. 4-2. Location of establishments; zoning.

(a) The sale of alcoholic beverages, for consumption on-premises shall be allowed in the city only in motels, hotels, restaurants, microbreweries, tasting rooms, and specialty retail establishments having a valid state alcoholic beverage license as provided for in the state regulations governing such licenses.

(b) The property must also be located with frontage on a collector or arterial roadway as designated by the city comprehensive plan.

~~(b)c)~~ The sale of alcoholic beverages, for consumption on-premises shall be allowed in the city only in motels, hotels, restaurants, and specialty retail establishments ~~in the following districts only:~~

~~(1) The property must also be located with frontage on a collector or arterial roadway as designated by the city comprehensive plan. B-1 and must be in one of the following zoning districts/transects: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts. The property must also be located with frontage on a collector or arterial roadway as designated by the city comprehensive plan.~~

~~(2) Any property with a zoning classification of MUPUD with approved uses that are similar to those listed in the B-1, B-2, B-3, HC, and B-5 zoning districts. The property must also be located with frontage on a collector or arterial roadway as designated by the city comprehensive plan.~~

~~(3) The CRAO district in the appropriate zoning classifications and districts as outlined in subsections (b)(1) and (2) of this section.~~

~~(ed)~~ The sale of intoxicating liquors in package only, other than beer and wine, shall be limited to the areas utilized as major shopping centers buildings having a minimum of 5,000-square feet of gross floor space and must be in one of the following zoning districts/transects: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts. ~~or stand-alone buildings in association with said major shopping center zoned B-2, B-3, HC, B-5, or MUPUD having a minimum of 12,000 square feet of gross floor space, with frontage on a collector or arterial road, as designated by the city comprehensive plan.~~

~~(de)~~ The sale of intoxicating liquors of beer and wine, when sold in package only, shall be allowed in the following zoning districts: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts. ~~only: B-1, B-2, B-3, HC, B-5, and MUPUD.~~

(ef) The sale of alcoholic beverages when sold for consumption on-premises of a microbrewery/distillery shall be allowed in the city in the following districts only: T5-M, T5-U, B-2, B-3, HC, IB, and AI. B-1 (Downtown Commercial), B-2 (Neighborhood Commercial), B-3 (General Commercial), HC (Highway Commercial), IB (Industrial Business), AI (Airport Industrial) and B-4 (Main Street Commercial) zoning districts.

(fg) No license for the sale or consumption of intoxicating liquor shall be granted to any vendor whose place of business is or shall be within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided F.S. § 166.041(3)(c). The distance of 500 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the school. This subsection shall not apply to premises licensed on or before July 1, 1999, or to locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to F.S. ch. 509.

(gh) No establishment dispensing or selling intoxicating liquor shall be located within 300 feet of an established church within the city. The distance of 300 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the church.

(1) This subsection (gh) shall not apply to locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to F.S. ch. 509, when located in the downtown district, described as follows: All properties located in the B-1 zoning district at the time of adoption of the ordinance from which this chapter is derived.

(2) This subsection (gh) shall not apply to specialty retail establishments located in the Downtown District, as described in subsection (g)(1) of this section.

(3) This subsection (gh) shall not apply to retail establishments in shopping centers.

(Code 1976, § 4-16; Code 1995, § 5-3-2; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 1009, 10-9-1979; Ord. No. 1093, 3-31-1981; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2728, 9-1-2009; Ord. No. 2960, § 1(5-3-2), 8-1-2017; Ord. No. 2963, § 1, 9-26-2017)

State law reference(s)—Authority to regulate, hours of business and location of place of business, F.S. § 562.45(2).

Sec. 4-3. Hours of sale.

(a) Establishments which sell intoxicating liquor for consumption on premises or package sale may only be open for business between the hours of 7:00 a.m. and 2:00 a.m. on all days.

(b) The opening of the doors of any such establishment 15 minutes prior to closing time for the purpose of admitting customers is hereby prohibited.

(c) Any establishment dispensing or selling intoxicating liquor will be construed open for business under this section if any customer is inside the place of business, it being is the intention of this section that all customers shall have vacated such place on or before the designated closing hour set forth in subsection (a) of this section, and that no customer shall

be admitted to or be inside of such place of business after 2:00 a.m. on any day of the week and shall not gain admittance before the allowed times of sale as set out in subsection (a) of this section.

- (d) Establishments meeting all state and local requirements for dispensing or selling intoxicating liquors may only dispense intoxicating liquor within the allowed hours of sale outlined above.

(Code 1976, § 4-19; Code 1995, § 5-3-3; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 951, 12-12-1978; Ord. No. 2459, 1-7-2003; Ord. No. 2668, 9-18-2007; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Hours of sale, regulation, F.S. §§ 562.14(1), 562.45(2).

Sec. 4-4. Conditions of operations.

- (a) It shall be unlawful for any establishment which is authorized to sell or dispense intoxicating liquor, or any of its agents, servants and employees, to knowingly or intentionally:

- (1) Allow indecent, offensive, shocking and revolting conduct in or on the premises for which a license hereunder has been issued to such an extent that such conduct annoys, disturbs, and inconveniences reasonable people properly and legitimately in or on such premises, or in the reasonable neighborhood of such premises.
- (2) Knowingly allow any person to take away from the licensed premises any opened intoxicating liquor in any glass or other open or unsealed container.
- (3) Allow the consumption of any intoxicating liquor in or upon any parking or other area outside of the building other than areas approved by a site plan or building permit as permitted in section 4-7(d) as an outdoor dining area or sidewalk cafe.

- (b) Anyone violating any part of this section upon conviction shall be punished as provided in section 1-22.

(Code 1976, § 4-20; Code 1995, § 5-3-4; Ord. No. 920, 5-2-1978; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Authority to regulate conduct, F.S. § 562.45(2).

Sec. 4-5. Regulations of restaurants.

- (a) ~~Qualifications.~~ To qualify as a bona fide restaurant under this chapter, the establishment must offer to the general public at least one complete meal per day, that is, lunch or supper, such meals to be offered for sale within the usual hours during which such meals are generally consumed. A restaurant shall derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages during the first 60-day operating period and each 12-month operating period thereafter. Such establishment must have present in the establishment, and available and ready, the necessary facilities and personnel to accommodate its patrons in the normal restaurant manner and capable of seating not less than 50 persons simultaneously, except in the Downtown Commercial District (B-1) where the restaurant shall be capable of seating no less than 30 persons simultaneously.

- (b) Restaurants must have present in the establishment, and available and ready, the necessary facilities and personnel to accommodate its patrons in the normal restaurant

manner and be capable of seating not less than 50 persons simultaneously. Within the Downtown Community Redevelopment Area Overlay (CRAO), the following must be met:

- (1) Restaurants selling intoxicating liquors for consumption on premises shall be capable of seating no less than 80 persons simultaneously and shall occupy a minimum of 1,800-square feet. The criteria in 5-3-5 shall also be met.
 - (2) Restaurants selling beer and wine for consumption on premises shall be capable of seating no less than 30 persons simultaneously and shall not have a minimum square footage requirement. The criteria in 5-3-5 shall also be met.
- (b) ~~Permitting.~~ Any establishment regulated by this chapter shall obtain a city business tax receipt prior to conducting any business activities. An interior layout, exterior layout, menu, and a detailed explanation of the business activities, including hours of operation, shall be provided and approved by the city prior to any business tax receipt or certificate of occupancy (CO) issuance. Any dining or other activities planned outdoors shall meet the criteria in Chapter 14-5 and 14-6 and obtain any necessary approvals from the City.~~require approval and execution of a right-of-way outdoor use agreement prior to any activities being conducted outdoors.~~
- (c) ~~Violation of section.~~ Any establishment ~~who shall attempt~~attempting to circumvent the intent of this section by an artifice or scheme, such as the serving of stock meals, shall be subject to the penalties herein set forth. ~~Stock meals, as used in this section, are defined to include and refer to the serving of cold plates, snacks, previously prepared sandwiches and any other type of meal which is capable of being served to more than one customer.~~
- (d) ~~Discontinuance of operation.~~ Any person securing a business tax receipt under the provisions of this section who during the time such business tax receipt is in existence shall discontinue operation of a restaurant for the main purpose of serving meals to the general public shall be subject to having ~~his~~their business tax receipt immediately revoked.

(Code 1976, § 4-15; Code 1995, § 5-3-5; Ord. No. 912, 3-21-1978; Ord. No. 2037, 12-13-1994; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2756, 5-4-2010; Ord. No. 2960, § 1(5-3-5), 8-1-2017)

Sec. 4-6. Drinking in public.

- (a) It shall be unlawful for any person to drink, consume or possess all or any part of an open container of any type of intoxicating liquor in or upon any public place/semi-public place as defined in section 4-1 in the city except as provided for in subsections (c) through (e) of this section.
- (b) It shall be unlawful for any person to drink, consume or possess all or any part of an open container of any type of intoxicating liquor within 1,000 feet of any retail store where intoxicating liquors are sold in package form or anywhere within the boundary lines of the property on which such retail store is located, whichever constitutes the greater distance.
- (c) The chief of police may authorize the consumption of said intoxicating liquors in or upon any public place/semi-public place when same are used in conjunction with a picnic, social event or public gathering held by a family, group of persons or any organization; said authorization shall be in writing and shall set forth the date, time and place during which said intoxicating liquors may be consumed.

-
- (d) At bona fide restaurants with valid liquor licenses, a licensee may prepare and serve intoxicating liquors to be consumed within an outdoor dining area as part of the operation of a sidewalk cafe. Open containers of intoxicating liquors shall only be transported in or out of outdoor dining areas by the licensees' working employees as part of their work duties.
 - (e) Owners of businesses, its employees and guests may consume intoxicating liquors within the boundary lines of the business for private special events.

(Code 1995, § 5-3-7; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Possession of open containers in vehicles, F.S. § 316.1936.

Sec. 4-7. Microbrewery/distillery operating requirements.

In addition to the development standards of the zoning district, applicable general development standards and, where applicable, use specific development standards for restaurant or retail uses, an establishment that meets the definition of microbrewery/distillery shall comply with the following:

- (1) In ~~the B-1 and vine overlay zoning districts~~ zoning districts that permit microbreweries, a maximum of 75 percent of the gross floor area shall be dedicated to equipment used for the brewing and/or distilling alcoholic beverages, including, but not limited to, the brew house boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, condition tanks and servicing tanks. A minimum of 25 percent of the establishment must be dedicated to the retail, tasting room, and/or restaurant component.
- (2) Microbrewery/distillery establishments within in the AI and IB zoning districts shall not be located at least 500 feet from another similar establishment. The distance of 500 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the other microbrewery and/or distillery establishment.
- (3) Any equipment associated with brewery activities located outdoors shall obtain any applicable permits and must be approved by the architectural review committee (ARC) prior to permit approval and installation. All mechanical equipment visible from the street (excluding alleys) may require screening using architectural features consistent with the principal structure, at the discretion of the ARC.
- (4) No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed 24 hours. The temporary storage area of spent grain shall be:
 - a. Designated on the approved site plan;
 - b. Permitted within the interior side or rear yard or within the minimum building setbacks;
 - c. Prohibited within any yard abutting a residential use or residential zoning district;
 - d. Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.

(Ord. No. 2960, § 1(5-3-8), 8-1-2017)

Sec. 4-8. Penalty; prosecutions under this chapter.

- (a) Any person, including officers of any corporations or clubs, violating any of the provisions of this chapter shall be subject to prosecution; and if convicted such violator shall be punished as provided by section 1-22.
- (b) In all prosecutions for violations of this chapter, the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an intoxicating liquor as defined by this chapter.

(Code 1976, § 4-22; Code 1995, § 5-3-99; Ord. No. 920, 5-2-1978; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

Chapter 4 ALCOHOLIC BEVERAGES¹

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In those cases wherein a term is not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, latest edition.

Alcoholic beverage means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though said remainder ingredients were distilled water.

Intoxicating liquor means all intoxicating or alcoholic liquor or beverages, including, but not limited to, beer, wine, ale, whiskey, spirits, liquor and all other so-called intoxicating and alcoholic beverages, regardless of the amount of alcoholic content. It shall be prima facie evidence that a beverage is an intoxicating liquor if there is proof that the beverage in question was or is known as whiskey, moonshine whiskey, shine, rum, gin, tequila, vodka, scotch whiskey, brandy, beer, ale, malt liquor, wine, liqueur, cordial, or by any other similar name or names, or was contained in a bottle or can labeled as any of the above names, or a name similar thereto, and the bottle or can bears the manufacturer's insignia, name or trademark. Any person who, by experience in the handling of intoxicating liquors, or who by taste, smell, or drinking of such intoxicating liquors has knowledge of the alcoholic nature thereof, may testify as to their opinion about whether such beverage is an intoxicating liquor.

Major shopping center means a shopping center comprised of a group of separate stores, with a minimum of three, having a gross floor space of not less than 12,000 square feet, utilizing a common parking facility.

Microbrewery/distillery means a limited-production brewery establishment in which the principal purpose is the production of alcoholic beverages, including the on-site fermentation, distilling, bottling, and distribution of alcoholic beverages, and which includes accessory uses that are tourist-oriented, such as tours of the microbrewery, tasting/sampling and retail sales of alcoholic beverages, on-site brewing, and related food products and/or restaurants.

¹State law reference(s)—Alcoholic beverage code, F.S. chs. 561—568; authority to regulate time of sale and use of premises, F.S. § 562.14; authority to regulate hours of business and location, sanitation and type of entertainment and conduct, F.S. § 562.45; disorderly intoxication, F.S. § 856.011.

Outdoor dining area means a space in which a licensee serves food and beverages as part of the operation of the licensed premises of a restaurant as a sidewalk cafe or porch area. An outdoor dining area must be located contiguous to the licensed restaurant and may only be separated by a sidewalk. No part of a sidewalk cafe or outdoor dining area shall be located within a public right-of-way and must meet all other requirements of zoning applicable to the location.

Public place/semi-public place means all publicly owned real property and such other private real property where the public is expressly or implicitly invited, which includes, but is not limited to, streets; highways; roads; alleys; sidewalks; school grounds; playgrounds; fields; courts; other facilities designed or used for athletic events or games; parking lots and parking structures that are open to the public; walkways and hallways of apartment buildings, condominiums, motels, hotels, and homeowner association owned areas, shopping centers, retail malls and retail stores; and parked vehicles in any of the foregoing places. The term "public place/semi-public place" does not include the front, side or back yards of dwelling units, up to but not including the public right-of-way or the pool areas of apartment buildings, condominiums, motels, hotels, and homeowner association owned areas.

Restaurant means an establishment having the necessary equipment to cook and prepare meals and that does prepare and serve meals. To cook and prepare meals shall mean foods that are cooked through the use of heat, such as boiling, baking or roasting on the premises, and shall not mean meals that are microwaved, cooked or prepared at a different location and reheated on the premises.

Specialty retail. The following establishments are specialty retail:

Cafe style bookstore/shop is an establishment that primarily sells books and which contains an accessory cafe or small restaurant which offers a complete meal that is breakfast, lunch, or supper and where beer and wine are sold or offered for sale for consumption on-premises as incidentals to the bookstore.

Cigar store/cigar club means an establishment which contains a cigar store and/or cigar club which primarily provides a smoking experience or environment and where beer and wine are sold or offered for sale for consumption on-premises as incidental to the cigar club.

Gourmet food store means an establishment which primarily offers for sale gourmet and specialty items, treats for special occasions, or hard to find or luxury food items where beer and wine are occasionally offered as tasting samples on the premises. The term "gourmet food store" does not include convenience stores, conventional full line supermarkets, ethnic food stores or restaurants, delis, diners and similar eating establishments.

Wine shops/tasting room means an establishment which primarily offers for sale packaged wines, and contains a tasting room to sample wines, corkage fees permitted.

Stock Meal is the serving of cold plates, snacks, previously prepared sandwiches and any other type of meal that is capable of being served to more than one customer.

Tasting room means an accessory retail establishment to a microbrewery/distillery where individuals sample, purchase and consume the products created on-premises.

(Code 1976, §§ 4-14—4-16; Code 1995, § 5-3-1; Ord. No. 912, 3-21-1978; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 1009, 10-9-1979; Ord. No. 1093, 3-31-1981; Ord. No. 2663, 9-18-2007; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2728, 9-1-2009; Ord. No. 2756, 5-4-2010; Ord. No. 2960, § 1(5-3-1), 8-1-2017)

Sec. 4-2. Location of establishments; zoning.

- (a) The sale of alcoholic beverages, for consumption on-premises shall be allowed in the city only in motels, hotels, restaurants, microbreweries, tasting rooms, and specialty retail establishments having a valid state alcoholic beverage license as provided for in the state regulations governing such licenses.
- (b) The property must also be located with frontage on a collector or arterial roadway as designated by the city comprehensive plan.
- (c) The sale of alcoholic beverages, for consumption on-premises shall be allowed in the city only in motels, hotels, restaurants, and specialty retail establishments and must be in one of the following zoning districts/transects: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts.(d) The sale of intoxicating liquors in package only, other than beer and wine, shall be limited to buildings having a minimum of 5,000-square feet of gross floor space and must be in one of the following zoning districts/transects: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts.
- (e) The sale of intoxicating liquors of beer and wine, when sold in package only, shall be allowed in the following zoning districts: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts.
- (f) The sale of alcoholic beverages when sold for consumption on-premises of a microbrewery/distillery shall be allowed in the city in the following districts only: T5-M, T5-U, B-2, B-3, HC, IB, and AI.
- (g) No license for the sale or consumption of intoxicating liquor shall be granted to any vendor whose place of business is or shall be within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided F.S. § 166.041(3)(c). The distance of 500 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the school. This subsection shall not apply to premises licensed on or before July 1, 1999, or to locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to F.S. ch. 509.
- (h) No establishment dispensing or selling intoxicating liquor shall be located within 300 feet of an established church within the city. The distance of 300 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the church.

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- (1) This subsection (h) shall not apply to locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to F.S. ch. 509, when located in the downtown district, described as follows: All properties located in the B-1 zoning district at the time of adoption of the ordinance from which this chapter is derived.
 - (2) This subsection (h) shall not apply to specialty retail establishments located in the Downtown District, as described in subsection (g)(1) of this section.
 - (3) This subsection (h) shall not apply to retail establishments in shopping centers.

(Code 1976, § 4-16; Code 1995, § 5-3-2; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 1009, 10-9-1979; Ord. No. 1093, 3-31-1981; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2728, 9-1-2009; Ord. No. 2960, § 1(5-3-2), 8-1-2017; Ord. No. 2963, § 1, 9-26-2017)

State law reference(s)—Authority to regulate, hours of business and location of place of business, F.S. § 562.45(2).

Sec. 4-3. Hours of sale.

- (a) Establishments which sell intoxicating liquor for consumption on premises or package sale may only be open for business between the hours of 7:00 a.m. and 2:00 a.m. on all days.
- (b) The opening of the doors of any such establishment 15 minutes prior to closing time for the purpose of admitting customers is hereby prohibited.
- (c) Any establishment dispensing or selling intoxicating liquor will be construed open for business under this section if any customer is inside the place of business, it is the intention of this section that all customers shall have vacated such place on or before the designated closing hour set forth in subsection (a) of this section, and that no customer shall be admitted to or be inside of such place of business after 2:00 a.m. on any day of the week and shall not gain admittance before the allowed times of sale as set out in subsection (a) of this section.
- (d) Establishments meeting all state and local requirements for dispensing or selling intoxicating liquors may only dispense intoxicating liquor within the allowed hours of sale outlined above.

(Code 1976, § 4-19; Code 1995, § 5-3-3; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 951, 12-12-1978; Ord. No. 2459, 1-7-2003; Ord. No. 2668, 9-18-2007; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Hours of sale, regulation, F.S. §§ 562.14(1), 562.45(2).

Sec. 4-4. Conditions of operations.

- (a) It shall be unlawful for any establishment which is authorized to sell or dispense intoxicating liquor, or any of its agents, servants and employees, to knowingly or intentionally:
 - (1) Allow indecent, offensive, shocking and revolting conduct in or on the premises for which a license hereunder has been issued to such an extent that such conduct annoys, disturbs, and inconveniences reasonable people properly and legitimately in or on such premises, or in the reasonable neighborhood of such premises.

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- (2) Knowingly allow any person to take away from the licensed premises any opened intoxicating liquor in any glass or other open or unsealed container.
 - (3) Allow the consumption of any intoxicating liquor in or upon any parking or other area outside of the building other than areas approved by a site plan or building permit as an outdoor dining area or sidewalk cafe.
- (b) Anyone violating any part of this section upon conviction shall be punished as provided in section 1-22.
- (Code 1976, § 4-20; Code 1995, § 5-3-4; Ord. No. 920, 5-2-1978; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Authority to regulate conduct, F.S. § 562.45(2).

Sec. 4-5. Regulations of restaurants.

- (a) To qualify as a bona fide restaurant under this chapter, the establishment must offer to the general public at least one complete meal per day, that is, lunch or supper, such meals to be offered for sale within the usual hours during which such meals are generally consumed. A restaurant shall derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages during the first 60-day operating period and each 12-month operating period thereafter.
- (b) Restaurants must have present in the establishment, and available and ready, the necessary facilities and personnel to accommodate its patrons in the normal restaurant manner and be capable of seating not less than 50 persons simultaneously. Within the Downtown Community Redevelopment Area Overlay (CRAO), the following must be met:
 - (1) Restaurants selling intoxicating liquors for consumption on premises shall be capable of seating no less than 80 persons simultaneously and shall occupy a minimum of 1,800-square feet. The criteria in 5-3-5 shall also be met.
 - (2) Restaurants selling beer and wine for consumption on premises shall be capable of seating no less than 30 persons simultaneously and shall not have a minimum square footage requirement. The criteria in 5-3-5 shall also be met.
- (b) Any establishment regulated by this chapter shall obtain a city business tax receipt prior to conducting any business activities. An interior layout, exterior layout, menu, and a detailed explanation of the business activities, including hours of operation, shall be provided and approved by the city prior to any business tax receipt or certificate of occupancy (CO) issuance. Any dining or other activities planned outdoors shall meet the criteria in Chapter 14-5 and 14-6 and obtain any necessary approvals from the City.
- (c) Any establishment attempting to circumvent the intent of this section by an artifice or scheme, such as the serving of stock meals, shall be subject to the penalties herein set forth.
- (d) Any person securing a business tax receipt under the provisions of this section who during the time such business tax receipt is in existence shall discontinue operation of a restaurant for the main purpose of serving meals to the general public shall be subject to having their business tax receipt immediately revoked.

(Code 1976, § 4-15; Code 1995, § 5-3-5; Ord. No. 912, 3-21-1978; Ord. No. 2037, 12-13-1994; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2756, 5-4-2010; Ord. No. 2960, § 1(5-3-5), 8-1-2017)

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Sec. 4-6. Drinking in public.

- (a) It shall be unlawful for any person to drink, consume or possess all or any part of an open container of any type of intoxicating liquor in or upon any public place/semi-public place as defined in section 4-1 in the city except as provided for in subsections (c) through (e) of this section.
- (b) It shall be unlawful for any person to drink, consume or possess all or any part of an open container of any type of intoxicating liquor within 1,000 feet of any retail store where intoxicating liquors are sold in package form or anywhere within the boundary lines of the property on which such retail store is located, whichever constitutes the greater distance.
- (c) The chief of police may authorize the consumption of said intoxicating liquors in or upon any public place/semi-public place when same are used in conjunction with a picnic, social event or public gathering held by a family, group of persons or any organization; said authorization shall be in writing and shall set forth the date, time and place during which said intoxicating liquors may be consumed.
- (d) At bona fide restaurants with valid liquor licenses, a licensee may prepare and serve intoxicating liquors to be consumed within an outdoor dining area as part of the operation of a sidewalk cafe. Open containers of intoxicating liquors shall only be transported in or out of outdoor dining areas by the licensees' working employees as part of their work duties.
- (e) Owners of businesses, its employees and guests may consume intoxicating liquors within the boundary lines of the business for private special events.

(Code 1995, § 5-3-7; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Possession of open containers in vehicles, F.S. § 316.1936.

Sec. 4-7. Microbrewery/distillery operating requirements.

In addition to the development standards of the zoning district, applicable general development standards and, where applicable, use specific development standards for restaurant or retail uses, an establishment that meets the definition of microbrewery/distillery shall comply with the following:

- (1) In zoning districts that permit microbreweries, a maximum of 75 percent of the gross floor area shall be dedicated to equipment used for the brewing and/or distilling alcoholic beverages, including, but not limited to, the brew house boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, condition tanks and servicing tanks. A minimum of 25 percent of the establishment must be dedicated to the retail, tasting room, and/or restaurant component.
- (2) Microbrewery/distillery establishments within in the AI and IB zoning districts shall not be located at least 500 feet from another similar establishment. The distance of 500 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the other microbrewery and/or distillery establishment.
- (3) Any equipment associated with brewery activities located outdoors shall obtain any applicable permits and must be approved by the architectural review committee (ARC) prior to permit approval and installation. All mechanical equipment visible from the street

(excluding alleys) may require screening using architectural features consistent with the principal structure, at the discretion of the ARC.

- (4) No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed 24 hours. The temporary storage area of spent grain shall be:
- a. Designated on the approved site plan;
 - b. Permitted within the interior side or rear yard or within the minimum building setbacks;
 - c. Prohibited within any yard abutting a residential use or residential zoning district;
 - d. Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.

(Ord. No. 2960, § 1(5-3-8), 8-1-2017)

Sec. 4-8. Penalty; prosecutions under this chapter.

- (a) Any person, including officers of any corporations or clubs, violating any of the provisions of this chapter shall be subject to prosecution; and if convicted such violator shall be punished as provided by section 1-22.
- (b) In all prosecutions for violations of this chapter, the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an intoxicating liquor as defined by this chapter.

(Code 1976, § 4-22; Code 1995, § 5-3-99; Ord. No. 920, 5-2-1978; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

PROPOSED ORDINANCE NO. 22-07
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE V, LICENSES AND BUSINESS REGULATIONS, CHAPTER 4, ALCOHOLIC BEVERAGES; UPDATING AND REORGANIZING LANGUAGE THROUGHOUT CHAPTER 4; ADDING A DEFINITION OF A STOCK MEAL; AMENDING SECTION 4-2, LOCATION OF ESTABLISHMENT, ZONING; AMENDING SECTION 4-5 REGULATION OF RESTAURANTS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. CHAPTER 4: Alcoholic Beverages of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached “Exhibit A”

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

SECTION 3. The City attorney may correct scrivener’s errors found in this ordinance by filing a correct copy of the Ordinance with the City Clerk.

SECTION 4. 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.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

Chapter 4 ALCOHOLIC BEVERAGES¹

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In those cases wherein a term is not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, latest edition.

Alcoholic beverage means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though said remainder ingredients were distilled water.

Intoxicating liquor means all intoxicating or alcoholic liquor or beverages, including, but not limited to, beer, wine, ale, whiskey, spirits, liquor and all other so-called intoxicating and alcoholic beverages, regardless of the amount of alcoholic content. It shall be prima facie evidence that a beverage is an intoxicating liquor if there is proof that the beverage in question was or is known as whiskey, moonshine whiskey, shine, rum, gin, tequila, vodka, scotch whiskey, brandy, beer, ale, malt liquor, wine, liqueur, cordial, or by any other similar name or names, or was contained in a bottle or can labeled as any of the above names, or a name similar thereto, and the bottle or can bears the manufacturer's insignia, name or trademark. Any person who, by experience in the handling of intoxicating liquors, or who by taste, smell, or drinking of such intoxicating liquors has knowledge of the alcoholic nature thereof, may testify as to their opinion about whether such beverage is an intoxicating liquor.

Major shopping center means a shopping center comprised of a group of separate stores, with a minimum of three, having a gross floor space of not less than 12,000 square feet, utilizing a common parking facility.

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¹State law reference(s)—Alcoholic beverage code, F.S. chs. 561—568; authority to regulate time of sale and use of premises, F.S. § 562.14; authority to regulate hours of business and location, sanitation and type of entertainment and conduct, F.S. § 562.45; disorderly intoxication, F.S. § 856.011.

outdoor dining area shall be located within a public right-of-way and must meet all other requirements of zoning applicable to the location.

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Restaurant means an establishment having the necessary equipment to cook and prepare meals and that does prepare and serve meals. To cook and prepare meals shall mean foods that are cooked through the use of heat, such as boiling, baking or roasting on the premises, and shall not mean meals that are microwaved, cooked or prepared at a different location and reheated on the premises.

Specialty retail. The following establishments are specialty retail:

Cafe style bookstore/shop is an establishment that primarily sells books and which contains an accessory cafe or small restaurant which offers a complete meal that is breakfast, lunch, or supper and where beer and wine are sold or offered for sale for consumption on-premises as incidentals to the bookstore.

Cigar store/cigar club means an establishment which contains a cigar store and/or cigar club which primarily provides a smoking experience or environment and where beer and wine are sold or offered for sale for consumption on-premises as incidental to the cigar club.

Gourmet food store means an establishment which primarily offers for sale gourmet and specialty items, treats for special occasions, or hard to find or luxury food items where beer and wine are occasionally offered as tasting samples on the premises. The term "gourmet food store" does not include convenience stores, conventional full line supermarkets, ethnic food stores or restaurants, delis, diners and similar eating establishments.

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Stock Meal is the serving of cold plates, snacks, previously prepared sandwiches and any other type of meal that is capable of being served to more than one customer.

Tasting room means an accessory retail establishment to a microbrewery/distillery where individuals sample, purchase and consume the products created on-premises.

(Code 1976, §§ 4-14—4-16; Code 1995, § 5-3-1; Ord. No. 912, 3-21-1978; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 1009, 10-9-1979; Ord. No. 1093, 3-31-1981; Ord. No.

2663, 9-18-2007; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2728, 9-1-2009; Ord. No. 2756, 5-4-2010; Ord. No. 2960, § 1(5-3-1), 8-1-2017)

Sec. 4-2. Location of establishments; zoning.

- (a) The sale of alcoholic beverages, for consumption on-premises shall be allowed in the city only in motels, hotels, restaurants, microbreweries, tasting rooms, and specialty retail establishments having a valid state alcoholic beverage license as provided for in the state regulations governing such licenses.
- (b) The property must also be located with frontage on a collector or arterial roadway as designated by the city comprehensive plan.
- (c) The sale of alcoholic beverages, for consumption on-premises shall be allowed in the city only in motels, hotels, restaurants, and specialty retail establishments and must be in one of the following zoning districts/transects: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts. (d) The sale of intoxicating liquors in package only, other than beer and wine, shall be limited to buildings having a minimum of 5,000-square feet of gross floor space and must be in one of the following zoning districts/transects: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts.
- (e) The sale of intoxicating liquors of beer and wine, when sold in package only, shall be allowed in the following zoning districts: T5-M, T5-U, B-2, B-3, HC, and B-5 or within an MUPUD with approved uses that are similar to the uses in those districts.
- (f) The sale of alcoholic beverages when sold for consumption on-premises of a microbrewery/distillery shall be allowed in the city in the following districts only: T5-M, T5-U, B-2, B-3, HC, IB, and AI.
- (g) No license for the sale or consumption of intoxicating liquor shall be granted to any vendor whose place of business is or shall be within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided F.S. § 166.041(3)(c). The distance of 500 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the school. This subsection shall not apply to premises licensed on or before July 1, 1999, or to locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to F.S. ch. 509.
- (h) No establishment dispensing or selling intoxicating liquor shall be located within 300 feet of an established church within the city. The distance of 300 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the church.
 - (1) This subsection (h) shall not apply to locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to F.S. ch. 509, when located in the downtown district, described as follows: All properties located in the B-1 zoning district at the time of adoption of the ordinance from which this chapter is derived.
 - (2) This subsection (h) shall not apply to specialty retail establishments located in the Downtown District, as described in subsection (g)(1) of this section.

(3) This subsection (h) shall not apply to retail establishments in shopping centers.

(Code 1976, § 4-16; Code 1995, § 5-3-2; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 1009, 10-9-1979; Ord. No. 1093, 3-31-1981; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2728, 9-1-2009; Ord. No. 2960, § 1(5-3-2), 8-1-2017; Ord. No. 2963, § 1, 9-26-2017)

State law reference(s)—Authority to regulate, hours of business and location of place of business, F.S. § 562.45(2).

Sec. 4-3. Hours of sale.

- (a) Establishments which sell intoxicating liquor for consumption on premises or package sale may only be open for business between the hours of 7:00 a.m. and 2:00 a.m. on all days.
- (b) The opening of the doors of any such establishment 15 minutes prior to closing time for the purpose of admitting customers is hereby prohibited.
- (c) Any establishment dispensing or selling intoxicating liquor will be construed open for business under this section if any customer is inside the place of business, it is the intention of this section that all customers shall have vacated such place on or before the designated closing hour set forth in subsection (a) of this section, and that no customer shall be admitted to or be inside of such place of business after 2:00 a.m. on any day of the week and shall not gain admittance before the allowed times of sale as set out in subsection (a) of this section.
- (d) Establishments meeting all state and local requirements for dispensing or selling intoxicating liquors may only dispense intoxicating liquor within the allowed hours of sale outlined above.

(Code 1976, § 4-19; Code 1995, § 5-3-3; Ord. No. 920, 5-2-1978; Ord. No. 923, 6-23-1978; Ord. No. 951, 12-12-1978; Ord. No. 2459, 1-7-2003; Ord. No. 2668, 9-18-2007; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Hours of sale, regulation, F.S. §§ 562.14(1), 562.45(2).

Sec. 4-4. Conditions of operations.

- (a) It shall be unlawful for any establishment which is authorized to sell or dispense intoxicating liquor, or any of its agents, servants and employees, to knowingly or intentionally:
 - (1) Allow indecent, offensive, shocking and revolting conduct in or on the premises for which a license hereunder has been issued to such an extent that such conduct annoys, disturbs, and inconveniences reasonable people properly and legitimately in or on such premises, or in the reasonable neighborhood of such premises.
 - (2) Knowingly allow any person to take away from the licensed premises any opened intoxicating liquor in any glass or other open or unsealed container.
 - (3) Allow the consumption of any intoxicating liquor in or upon any parking or other area outside of the building other than areas approved by a site plan or building permit as an outdoor dining area or sidewalk cafe.
- (b) Anyone violating any part of this section upon conviction shall be punished as provided in section 1-22.

(Code 1976, § 4-20; Code 1995, § 5-3-4; Ord. No. 920, 5-2-1978; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Authority to regulate conduct, F.S. § 562.45(2).

Sec. 4-5. Regulations of restaurants.

- (a) To qualify as a bona fide restaurant under this chapter, the establishment must offer to the general public at least one complete meal per day, that is, lunch or supper, such meals to be offered for sale within the usual hours during which such meals are generally consumed. A restaurant shall derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages during the first 60-day operating period and each 12-month operating period thereafter.
- (b) Restaurants must have present in the establishment, and available and ready, the necessary facilities and personnel to accommodate its patrons in the normal restaurant manner and be capable of seating not less than 50 persons simultaneously. Within the Downtown Community Redevelopment Area Overlay (CRAO), the following must be met:
 - (1) Restaurants selling intoxicating liquors for consumption on premises shall be capable of seating no less than 80 persons simultaneously and shall occupy a minimum of 1,800-square feet. The criteria in 5-3-5 shall also be met.
 - (2) Restaurants selling beer and wine for consumption on premises shall be capable of seating no less than 30 persons simultaneously and shall not have a minimum square footage requirement. The criteria in 5-3-5 shall also be met.
- (b) Any establishment regulated by this chapter shall obtain a city business tax receipt prior to conducting any business activities. An interior layout, exterior layout, menu, and a detailed explanation of the business activities, including hours of operation, shall be provided and approved by the city prior to any business tax receipt or certificate of occupancy (CO) issuance. Any dining or other activities planned outdoors shall meet the criteria in Chapter 14-5 and 14-6 and obtain any necessary approvals from the City.
- (c) Any establishment attempting to circumvent the intent of this section by an artifice or scheme, such as the serving of stock meals, shall be subject to the penalties herein set forth.
- (d) Any person securing a business tax receipt under the provisions of this section who during the time such business tax receipt is in existence shall discontinue operation of a restaurant for the main purpose of serving meals to the general public shall be subject to having their business tax receipt immediately revoked.

(Code 1976, § 4-15; Code 1995, § 5-3-5; Ord. No. 912, 3-21-1978; Ord. No. 2037, 12-13-1994; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008; Ord. No. 2756, 5-4-2010; Ord. No. 2960, § 1(5-3-5), 8-1-2017)

Sec. 4-6. Drinking in public.

- (a) It shall be unlawful for any person to drink, consume or possess all or any part of an open container of any type of intoxicating liquor in or upon any public place/semi-public place as defined in section 4-1 in the city except as provided for in subsections (c) through (e) of this section.

- (b) It shall be unlawful for any person to drink, consume or possess all or any part of an open container of any type of intoxicating liquor within 1,000 feet of any retail store where intoxicating liquors are sold in package form or anywhere within the boundary lines of the property on which such retail store is located, whichever constitutes the greater distance.
- (c) The chief of police may authorize the consumption of said intoxicating liquors in or upon any public place/semi-public place when same are used in conjunction with a picnic, social event or public gathering held by a family, group of persons or any organization; said authorization shall be in writing and shall set forth the date, time and place during which said intoxicating liquors may be consumed.
- (d) At bona fide restaurants with valid liquor licenses, a licensee may prepare and serve intoxicating liquors to be consumed within an outdoor dining area as part of the operation of a sidewalk cafe. Open containers of intoxicating liquors shall only be transported in or out of outdoor dining areas by the licensees' working employees as part of their work duties.
- (e) Owners of businesses, its employees and guests may consume intoxicating liquors within the boundary lines of the business for private special events.

(Code 1995, § 5-3-7; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

State law reference(s)—Possession of open containers in vehicles, F.S. § 316.1936.

Sec. 4-7. Microbrewery/distillery operating requirements.

In addition to the development standards of the zoning district, applicable general development standards and, where applicable, use specific development standards for restaurant or retail uses, an establishment that meets the definition of microbrewery/distillery shall comply with the following:

- (1) In zoning districts that permit microbreweries, a maximum of 75 percent of the gross floor area shall be dedicated to equipment used for the brewing and/or distilling alcoholic beverages, including, but not limited to, the brew house boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, condition tanks and servicing tanks. A minimum of 25 percent of the establishment must be dedicated to the retail, tasting room, and/or restaurant component.
- (2) Microbrewery/distillery establishments within in the AI and IB zoning districts shall not be located at least 500 feet from another similar establishment. The distance of 500 feet shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the other microbrewery and/or distillery establishment.
- (3) Any equipment associated with brewery activities located outdoors shall obtain any applicable permits and must be approved by the architectural review committee (ARC) prior to permit approval and installation. All mechanical equipment visible from the street (excluding alleys) may require screening using architectural features consistent with the principal structure, at the discretion of the ARC.
- (4) No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed 24 hours. The temporary storage area of spent grain shall be:

- a. Designated on the approved site plan;
- b. Permitted within the interior side or rear yard or within the minimum building setbacks;
- c. Prohibited within any yard abutting a residential use or residential zoning district;
- d. Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.

(Ord. No. 2960, § 1(5-3-8), 8-1-2017)

Sec. 4-8. Penalty; prosecutions under this chapter.

- (a) Any person, including officers of any corporations or clubs, violating any of the provisions of this chapter shall be subject to prosecution; and if convicted such violator shall be punished as provided by section 1-22.
- (b) In all prosecutions for violations of this chapter, the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an intoxicating liquor as defined by this chapter.

(Code 1976, § 4-22; Code 1995, § 5-3-99; Ord. No. 920, 5-2-1978; Ord. No. 2673, 3-4-2008; Ord. No. 2702, 11-4-2008)

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NEWS BRIEFING

Split verdict in Jan. 6 riot trial for Cowboys for Trump founder

From news services

WASHINGTON — A federal judge on Tuesday convicted an elected official from New Mexico of illegally entering restricted U.S. Capitol grounds but acquitted him of engaging in disorderly conduct during the riot that disrupted Congress from certifying Joe Biden's presidential election victory. U.S. District Court Judge Trevor McFadden heard one day of testimony without a jury on Monday before handing down a verdict in the misdemeanor case against Otero County Commissioner Couy Griffin, a 48-year-old former rodeo rider who helped found a group called Cowboys for Trump.

McFadden, a nominee of then-President Donald Trump, said there was ample evidence that Griffin knew he was in a restricted area and didn't leave. Griffin crossed over three walls, needing help from others or a ladder to get over them, the judge noted.

"All of this would suggest to a normal person that perhaps you should not be entering the area," McFadden said from the bench.

But the judge said prosecutors didn't meet their burden to prove that Griffin engaged in disorderly conduct.

"Arguably, he was trying to calm people down, not rile them up," he said.

Griffin's trial in Washington, D.C., was the second among the hundreds of federal cases arising from the Jan. 6, 2021, siege. Earlier this month, a jury convicted a Texas man, Guy Wesley Refitt, of storming the Capitol with a holstered handgun, interfering with police and obstructing Congress' joint session to certify the Electoral College vote.

Griffin was charged with two misdemeanors: entering and remaining in a restricted building or grounds and disorderly and disruptive conduct in a restricted building or grounds. Both carry maximum sentences of one year imprisonment.

Griffin is scheduled to be sentenced on June 17. He was jailed for more than two weeks after his arrest on Jan. 19, 2021.

Griffin described himself as "halfway pleased" with the split verdict and said he will continue to view his involvement in Jan. 6 as "a badge of honor."

Griffin is one of three members of the Otero County Commission in southern New Mexico.

Michigan school shooting: A judge concerned about potential conflicts of interest is assigning independent counsel to each parent of a 15-year-old boy charged with killing four students at his Michigan high school.

Oakland County Circuit Judge Cheryl Matthews said during a pretrial hearing Tuesday for Jennifer and James Crumbley that because each is represented by an attorney from the same law firm the potential for a conflict exists.

The Crumbleys face involuntary manslaughter charges and are accused of making the gun used in the Nov. 30 shooting at Oxford High School available to their son, Ethan. They also are accused of failing to intervene when he showed signs of mental distress at home and at school.

Their son is charged as an adult with first-degree murder, assault with intent to murder, terrorism and gun charges in the shooting at his school, about 30 miles north of Detroit. Six other students and a teacher were wounded.



Deadly stabbing attack: Policemen work at the scene of a deadly stabbing attack on Tuesday in Beersheba, Israel. Police said a knife-wielding Arab man killed four people and seriously wounded two others before being shot and killed. Police also said the man was "a terrorist known to security services" and that he had served time in prison. **TSAFRIR ABAYOV/AP**

COVID-19 impasse: With an urgent funding request stuck in Congress, a federal agency says it can no longer cover COVID-19 tests and treatments bills for uninsured people and will stop taking claims at midnight Tuesday.

The Uninsured Program is an early casualty of the budget impasse between Congress and the White House over the Biden administration's request for an additional \$22.5 billion for ongoing COVID-19 response. In operation since the Trump administration, the program reimburses hospitals, clinics, doctors and other service providers for COVID-19 care for uninsured people, whose numbers total about 28 million.

Martin Kramer, a spokesman for the Health Resources and Services Administration, said the program will next have to stop accepting claims for vaccination-related costs, after April 5.

Hillary Clinton positive: Former Secretary of State Hillary Clinton said Tuesday she has tested positive for COVID-19 with "mild" symptoms.

On social media, the 74-year-old former Democratic presidential candidate said she was "feeling fine" and that former President Bill Clinton had tested negative and was quarantining until their household was fully cleared.

Meanwhile, White House press secretary Jen Psaki said she is positive again for COVID-19 and will not accompany President Joe Biden to Europe this week for meetings with world counterparts on Russia's invasion of Ukraine.

Biden tested negative on Tuesday, she said.

Psaki tweeted that she took a laboratory test for COVID-19 as part of her preparation for the trip, which gets underway on Wednesday, and was later notified of a positive result.

Psaki said she has experi-

enced only mild symptoms of COVID-19.

Under White House COVID-19 protocols, she said she will work from home and return to work after a five-day isolation period and a negative test.

Trudeau staying in power: Prime Minister Justin Trudeau said Tuesday his Liberal Party has reached an agreement with the leftist opposition New Democratic Party that would keep his party in power until 2025.

Trudeau's Liberal Party won reelection in September but failed to win a majority of seats in Parliament and must rely on the opposition to pass legislation. The NDP party will support Trudeau's Liberals in exchange for deals on pharmaceutical and dental care plans, but it will not have a lawmaker in Trudeau's Cabinet, and Trudeau said the NDP won't have a veto on any budget or any other legislation.

Trudeau said he plans to run again when the next

election is held, which must be by 2025.

Polio vaccination drive: A drive to vaccinate more than 9 million children against polio has been launched this week in four countries in southern and eastern Africa after an outbreak was confirmed in Malawi.

The urgent vaccination campaign has started in Malawi where drops of the inoculation are being placed in the mouths of children across the country, including in the capital, Lilongwe, and the country's largest city, Blantyre.

The vaccination campaign will be expanded Thursday to include the neighboring countries of Mozambique, Tanzania and Zambia, according to UNICEF, which is working with the governments and other partners.

Three more rounds of vaccinations will follow in the coming months with a goal of reaching more than 20 million children.



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NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, April 5, 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, April 19, 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 # 22-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE V, LICENSES AND BUSINESS REGULATIONS, CHAPTER 4, ALCOHOLIC BEVERAGES; UPDATING AND REORGANIZING LANGUAGE THROUGHOUT CHAPTER 4; ADDING A DEFINITION OF A STOCK MEAL; AMENDING SECTION 4-2, LOCATION OF ESTABLISHMENT, ZONING; AMENDING SECTION 4-5 REGULATION OF RESTAURANTS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR 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).



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ITEM 7.A**Approval of City Commission Minutes from the March 15, 2022 meeting****Request**

Request Commission approval of the March 15, 2022 Commission Minutes.

Explanation

Minutes of the Commission meeting held on Tuesday, March 15, 2022 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter: Mike Steigerwald

Attachment(s):

1. Commission Minutes - March 15, 2022



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 15, 2022 AT 6:00 PM**

1. **MEETING CALLED TO ORDER Members Present:** Mayor Olga Gonzalez, 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, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: None

Mayor Gonzalez 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 Introduction of Mr. David Shimp, CEO of HCA Florida - Osceola Hospital

The City of Kissimmee's Economic Development Division will introduce to the Commission the new HCA Florida - Osceola Hospital CEO, Mr. David Shimp.

Economic Development Manager Belinda Kirkegard, reviewed the accomplishments of Mr. David Shimp, newly appointed CEO of Osceola Regional. Mr. Shimp was introduced to the Commission.

Mr. Shimp introduced himself and spoke in reference to his first 90-days at HCA Healthcare and his PowerPoint Presentation (Exhibit "A").

- 3.B Proclamation - Water Conservation Month

The request is for the City Commission to present a Proclamation in honor of "Water Conservation Month."

City Manager Steigerwald read a proclamation in honor of Water Conservation Month as the Mayor and Commissioners presented the proclamation to Mary Cox, Communications Leader, Toho Water Authority.

Ms. Cox thanked the Commission for recognizing April as Water Conservation Month and partnering with Toho Water in making everyone a "Water Hero".

- 3.C Employee of the Month for March

Request that the City Commission join the City Manager in recognizing Justin Hetu, City Manager's Office, as March's Employee of the Month.

City Manager Steigerwald introduced Justin Hetu to the audience and reviewed his attributes and selection as the Employee of the Month. He commented on Justin's focus on the education of our citizens and his upbeat and friendly demeanor. We are pleased to recognize Justin for this honor.

Mr. Hetu thanked everyone and stated he is honored to be a public servant and to be selected by a jury of his peers.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Ordinance Updating Emergency Service Rates and Charges - Proposed Ordinance No. 22-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 20, ARTICLE II, EMERGENCY MEDICAL SERVICES; SECTION 20-19, RATES AND CHARGES; MODIFYING BASE RATES FOR ALL SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This is a request to approve the second and final reading of Proposed Ordinance No. 22-06 to update emergency medical service rates and charges, and to authorize staff to automatically adjust fees every two years according to the annual Ambulance Inflation Factor (AFI) and the Consumer Price Index (CPI).

City Attorney Sanchez de Fuentes read Ordinance # 3053 by title.

City Manager Steigerwald reviewed the request and stated this is the first request for an increase in fees since 2012; if approved, this will authorize staff to automatically adjust the fees every two years according to the Ambulance Inflation Factor (AFI) and the Consumer Price Index (CPI). The proposed price increases are in line with increases approved by the City of St. Cloud and under consideration by Osceola County. After holding the Public Hearing, staff recommends approval of this first reading.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to adopt Ordinance # 3053 (Exhibit "B"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carries 5 - 0.

4.B Public Hearing - Final Reading - Ordinance amending the Zoning Map designation from City MUPUD to City RC-1: Mill Slough Road, ZMA-21-0001 - Proposed Ordinance 22-001

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of a zoning map amendment to change the Zoning designation from Planned Mixed Use Development (PMUD) to Multiple Family Medium Density Residential (RC-1) on 30.92 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3054 by title.

Brenda Ryan, Development Services, stated this is the final reading to change the zoning map designation which is currently part of the Sunbelt PUD Mixed-Use development. Approximately 30.92 acres are requested for Multiple Family Medium Density Residential. The previous construction plans were approved in 2007 for townhomes and single-family detached homes, however the construction plans expired. Correspondence has been received from citizens who are concerned about the impact. All impacts will be addressed during the development review process and before coming back to the Commission for approval. At this time, staff is recommending approval of the rezoning of this property.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the Final Reading of Ordinance # 3054 (Exhibit "C"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.C Public Hearing - First Reading - Ordinance to Annex 13.52 acres of land: Hilliard Park, AX-21-0001 - Proposed Ordinance 22-002

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval to annex approximately 13.52 acres of property located east of Simpson Road, north of Hilliard Isle Road, south of Pebble Pointe Way, and west of Cahokia Court.

City Attorney Sanchez de Fuentes read Proposed Ordinance #22-02 by title.

Brenda Ryan, Development Services, reviewed the proposed annexation of the property that is found to be adjacent to the City limits to the north and west boundaries which meets voluntary annexation criteria. Staff has received correspondence from property owners and they are attached to the agenda. The Land Use Amendment and Rezoning application are not currently under consideration and will be brought back to the Commission during the Second and Final reading of the annexation. Staff received communications from the owner's representative with proposed change to single-family. Staff recommends approval of the annexation.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Ortiz expressed concern about the annexation and he does not agree to annexation without any resolution to proposed changes.

City Attorney Sanchez de Fuentes reminded the Commission that traffic is not a consideration during annexation.

Commissioner Fisher stated the developer has indicated that they are reducing the amount of housing.

City Manager Steigerwald explained to the Commission that Land Use and Zoning would not be considered until the Second and Final Reading. Land-Use cannot be decided prior to the property being annexed into the City.

Commissioner Fisher moved to approve Proposed Ordinance # 22-02. Commissioner Ortiz seconded the motion for discussion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	NAY
Mayor Gonzalez	AYE

Motion carried 4 - 1.

5. PUBLIC HEARINGS

- 5.A Public Hearing - Tapestry, Parcel 2, Phases 2 and 3 PUD Amendment: DRC-21-00092
Approval of a Planned Unit Development (PUD) Amendment to reallocate and increase multi-family uses and phasing in Tapestry Parcel 2, Phases 2 and 3, on approximately 50.84 acres of land.

Brenda Ryan, Development Services, stated this is an Amendment to reallocate and increase multi-family uses. A trip generation analysis was provided to verify the changes will not generate additional trips and have potential adverse impacts on transportation. Staff is recommending approval subject to the three (3) conditions listed.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the First Public Hearing for the Tapestry Parcel 2 Planned Unit Development. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

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

Motion to Approve Passed 5 - 0.

- 7.A Approval of City Commission Minutes from the March 1, 2022 meeting
Request Commission approval of the March 1, 2022 Commission Minutes.
- 7.B Magnolia Park Replat - Final Plat (DRC# SR-21-0002)
Requesting City Commission approval of the final plat known as Magnolia Park Replat.
- 7.C Agreement with American Traffic Solutions d/b/a Verra Mobility for Traffic Camera Safety Improvement Program
Approval of an agreement with American Traffic Solutions d/b/a Verra Mobility for the Traffic Camera Safety Improvement Program.
- 7.D Task Work Order No. 2 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project
Approval to issue Task Work Order No. 2 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project for the City's downtown

drainage basin in the amount of \$270,753.

7.E Acceptance of CDBG-MIT funds through the State of Florida, Department of Economic Opportunity for the Woodside Drainage Improvement Project

Approval to accept \$3,400,000 in CDBG-MIT funds awarded for the construction of the Woodside Drainage Improvement project and to amend the budget accordingly.

7.F Request to Approve Utility Easement to Toho Water Authority Relating to Osceola County's Bill Beck Boulevard - Segment B Roadway Improvement Project

This is a request for a Commission approval of a utility easement granted from the City of Kissimmee to Toho Water Authority in order to put in proper utilities necessary for the Bill Beck Boulevard - Segment B Roadway Improvement Project.

8. DISCUSSION ITEMS

8.A Appointments to the MetroPlan Orlando Board of Directors and Community Advisory Committee

Staff requests Commission direction regarding the appointment of a non-voting airport representative to the MetroPlan Orlando Board of Directors and the citizen representative to MetroPlan's Community Advisory Committee.

City Manager Steigerwald reviewed the openings on the MetroPlan Board for City representation. Currently, we have a seat on the Board of Directors as a non-voting member that needs to be associated with the Kissimmee Gateway Airport. The current member does not meet the guidelines for MetroPlan.

Commissioner Castano nominated herself and Commissioner Ortiz seconded the motion to appoint Commissioner Castano as a non-voting member of the Board representing the Airport.

Commissioner Fisher explained that an alternate is needed for his voting position on the Board.

The motion was amended to appoint Commissioner Castano as the Alternate for Commissioner Fisher and a voting member of the Board.

Motion carried 5 - 0.

Commissioner Fisher made a motion to appoint Shaun Germolus to MetroPlan as a non-voting member representing the Airport. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

City Manager Steigerwald explained the third position that is open is a member of the Citizen Advisory Committee.

Commissioner Fisher made a motion to postpone the appointment of the Citizen Advisory Committee to the April 5, 2022 Meeting. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald stated in response to Commissioner Ortiz's request for a letter reference NEO City that was drafted for the Commission, please forward your feedback to the City Manager.

Commissioner Fisher thanked Commissioner Ortiz for bringing this to the Commission's attention.

Commissioner Castano stated she spoke with one of the County Commissioners and they are willing to work with us.

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes presented an item to the Commission and requested a Resolution (Exhibit "D") be approved by the Commission to appoint City Engineer Ashley Willis to represent and bind the City at a Court Hearing being held on March 29, 2022.

Commissioner Fisher made a motion to adopt Resolution # 01-2022. Commissioner Castano seconded the motion.

Motion passed 5 - 0.

9.C CITY COMMISSION

Commissioner Alvarez wished all a happy St. Patrick's Day and reminded everyone of the events being held at Chambers Park and the Kowtown Festivals at the Lakefront on March 19, 2022.

10. ADJOURNMENT There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:41 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
PowerPoint Presentation
HCA Healthcare
Item # 3.A

Exhibit "B"
Ordinance # 3053
Emergency Services Rates and Charges
Item # 4.A.

Exhibit "C"
Ordinance # 3054
Zoning Map Designation Mill Slough Road
Item # 4.B.

Exhibit "D"
Resolution # 01-2022
Appointing City Engineer Ashley Willis as Representative in Court
March 29, 2022
Item # 9.B.

ITEM 7.B

Central Services Fuel Tank Spill Bucket Replacements

Request

Approval to replace two (2) fuel tank spill buckets at the Central Services Complex in the amount of \$59,925.10 using the City's continuing services contract with Accurate Power & Technology.

Explanation

On May 27, 2021, the Facilities Management Division received a non-compliance letter from Orange County Environmental Protection regarding the Breach of Integrity test on the tank sumps. There were no prior reports available. Subsequently, on August 9, 2021, the Facilities Management Division issued a work order to Accurate Power & Technology (AP&T) for the City's annual fueling testing and inspection. The work required hydrostatic testing and inspection of tank sumps, spill buckets, dispenser sump, tank monitors, line leak detector, and overfill protection testing. After several tests were completed, Drew Fuel Environmental Services (DFS), a specialized subcontractor of AP&T, determined that the sumps for the underground storage tanks (UST) are required to be cleaned, pressure washed and degreased to inspect the current conditions of the UST components. It is important to note, this tank is the source of fuel for the Central Services backup generator.

The DFS personnel performed multiple testing procedures while cleaning the underground storage tank components and found that the water in the sumps had petroleum residue. Thus, this contaminated water was removed and disposed of properly in accordance with the Federal, State, and local laws and regulations as detailed in the DFS site-specific health and safety plan. Once testing was completed, it was determined that the diesel spill bucket must be replaced. Given the gasoline spill bucket is similar in age and its condition is only marginally better, it was determined in the best interest of the City to replace both spill buckets. Slater Corporation, another specialized subcontractor of AP&T, provided a quote to replace both spill buckets. The scope of work is described in detail in the attached proposal form.

The estimated cost to replace the two (2) existing fuel tank spill buckets with new double wall spill buckets is \$59,925.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045606-506393	CS2234	Decrease	59,926.00	59,925.10

Financial Summary:

Sufficient funds are available in the above referenced account to cover the fuel tank spill bucket replacements located at the Central Services Complex.

Recommendation

City of Kissimmee

Staff recommends Commission approval to replace two (2) fuel tank spill buckets at the Central Services Complex in the amount of \$59,925.10 using the City's continuing services contract with Accurate Power & Technology.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Accurate Power & Technology Proposal
2. Work Order Form
3. Accurate Power & Technology Agreement



Platinum Dealer

KOHLER.
Generators

Platinum Dealer

Eustis FL
15519 W Highway 441
Eustis FL, 32726
352-735-8285

SALES		SERVICE		PARTS		RENTALS	
Customer:	CITY OF KISSIMMEE	Date:	02/03/2022				
Address:	104 N ALASKA AVE	Reference:					
		Model:					
		Serial:					
City, State, Zip	KISSIMMEE, FL	Quote #:					
Attn:							

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Accurate Power and Technology is pleased to provide you this quote for: WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS Scope of Work: SLATER CORP TO REPLACE (2) EXISITING FUEL TANK FILL SPILL BUCKETS WITH NEW OPW DOUBLE WALL SPILL BUCKETS Owner Allowance Owner Allowance 25% (any unforeseen conditions for City of Kissimmee Approval) \$12,000 Email to AMANDA@accuratepowerandtechnology.com if approved Subtotal: Enviro/Misc: Taxes: Misc Supplies/Enviro: Items used on the job and/or become part of the job that are company supplied ie: Lock-tite, never seize compound, spray lubricants, starting fluids, sanding discs, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed \$300.00 P.O.# _____ (if required)	\$ 41,674.00	\$ 47,925.10 12,000.00 \$ 59,925.10 \$ - \$ -
TOTAL		\$ 59,925.10
ALL STATE AND FEDERAL TAX NOT APPLIED TO TOTAL		

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **AMANDA ARMENTO / Eustis / 352-735-8285**

If you should have any questions, comments or would like to schedule this repair, please contact the above personnel.

This estimate is made subject to buyer's acceptance within thirty (30) days from this date. All prices subject to change without notice and those in effect on the date of completion shall prevail. Customer will be contacted should estimate exceed 15%.

Slater Corporation

757 SE 17 Street
Suite 541
Fort Lauderdale, FL 33316

Estimate

Date	Estimate #
2/2/2022	556-B

Name / Address
Accurate Power & Technology 15519 W Highway 441 Eustis, FL 32726 Attn: Amanda Armento

Project:
City of Kissimmee 104 N. Alaska Ave Kissimmee, FL 34741

Description	Total
Slater Corporation is pleased to present our estimate to replace the two existing fuel tank fill spill buckets with new OPW Double Wall Spill Buckets as follows 1. Provide engineering drawings 2. Provide all environmental and city permits 3. Provide supervision and oversight for spill bucket replacment and testing 4. Provide labor and equipment to saw cut and break out concrete around existing spill buckets 5. Provide labor and equipment to excavate down to top of tank and remove existing 4 inch steel pipe risers 6. Provide and install new 4 inch steel pipe risers for new DW five gallon spill buckets 7. Provide and install two (2) new OPW DW spill buckets, including new adapters and fill caps 8. Provide environmental testing and soil sample as per EPA Methods 8260/8270 and FL PRO and Closure Assessment Report as per County and State regulations 9. Provide and install (2) new OPW 71SO overfill valves drop tubes 10. Provide certified testing for new spill buckets and drop tubes 11. Provide labor and equipment to back fill new spill bucket areas and re-install new steel reinforced concrete to match existing 12. Provide all inspections and approvals 13. Clean up site and haul off all related debris Total Cost \$41,674.00 Notes This estimate does not include any pre-existing environmental conditions Permit fees by others Payment terms : 35 % Due on signing contract and balance on completion	41,674.00

Randy A. Slater - President: _____

Customer: _____

Total**\$41,674.00**



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

Work Order #: 1

Purchase Order#:

DATE: 02/03/2022

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

DESCRIPTION OF ASSIGNMENT:

Contractor to provide engineering drawings.

Contractor to provide all environmental and city permits.

Contractor to provide supervision and oversight for spill bucket replacement and testing.

Contractor to provide labor and equipment to saw cut and break out concrete around existing spill buckets.

Contractor to provide labor and equipment to excavate down to top of tank and remove existing 4" inch steel pipe risers.

Contractor to provide and install new 4" inch steel pipe risers for new DW five gallon spill buckets.

Contractor to provide and install two (2) new OPW DW spill buckets, including new adapters and fill caps.

Contractor to provide environmental testing and soil sample as per EPA Methods 8260/8270 and FL PRO and Closure Assessment Report as per County and State regulations.

Contractor to provide and install (2) new OPW 7150 overfill valves drop tubes.

Contractor to provide certified testing for new spill buckets and drop tubes.

Contractor to provide labor and equipment to back fill new spill bucket areas and re-install new steel reinforced concrete to match existing.

Contractor to provide all inspections and approvals.

Contractor to clean up site and haul off all related debris.

Not included: Any pre-existing environmental conditions and permit fees by others.

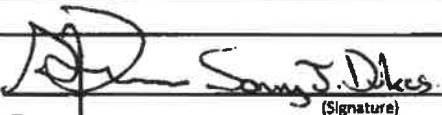
FORM OF COMPLETED DELIVERABLES:

Equipment, Material, & Labor.

BASIS OF PAYMENT: Services shall be made on the basis of invoice method in accordance with the Scope of Services, the total not to exceed \$59,925.10 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 30 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Installation of two (2) double wall spill buckets at Central Services Complex as	\$ 59,925.10

described in the description of assignments above.		
		\$ 59,925.10
Contract Dollars:		\$59,925.10
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		\$0.00
CONTRACT TOTAL DOLLARS:		\$59,925.10
Accepted By:	 (Signature)	Requested By: <u>Randall Littlefield</u> (Signature)
Title/Position:	<u>President</u>	Approved By:
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: 2022.02.16 09:32:19 -05'00'	City Manager (Signature)
Approved By:	 City Engineer (Signature) Director, PW&E (Signature)	Mayor (Signature) City Commission Approval Date: _____ (If Required)
Approved as to Form and Legality: _____ City Attorney (Signature)		

AGREEMENT between CITY OF KISSIMMEE

And

ACCURATE POWER & TECHNOLOGY, INC

THIS AGREEMENT is made this 6th day of July, 2021 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and Accuarte Power and Technology, Inc , whose business address is 15519 West US Highway 441, Suite 101A, Eustis, FL 32726, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, The City advertised an Invitation to Bid Number IFB 2021-004 Generator Maintenance, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides generator maintenance services in the Central Florida area and was the lowest responsive bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, The City desires to award Bid Number IFB 2021-004 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SCOPE OF SERVICES.** Contractor agrees to provide Generator Maintenance services in accordance with the Generator Maintenance Schedule and Specifications attached hereto and incorporated herein as Exhibit "C."
3. **PREMISES.** Contractor agrees to provide generator maintenance services at the following locations: Fire Station #11, Fire Station #12, Fire Station #13, Fire Station #14, the Kissimmee Police Station, The Kissimmee 911 Communications Center Tower, Kissimmee City Hall, Central Services and the KPD Training Facility.
4. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide generator maintenance services in accordance with the Exhibit "A", Exhibit "B", any and all work orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance

of work by employees who shall present a favorable image for the City at all times when working on City property.

5. **TERM.** The term of this Agreement shall be for a three (3) year period beginning from the date of execution of this Agreement. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one (1) year periods.
6. **PAYMENT.** The City agrees to pay Contractor on a monthly basis upon receipt of an invoice. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor at its sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "B". Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and

considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, subcontractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.
16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Sonny J Dukes, Accurate Power and Technology, Inc President
15519 West US Highway 441 / Suite A101
Eustis, FL 32726

18. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR.

By: [Signature] Sonny J. Dukes

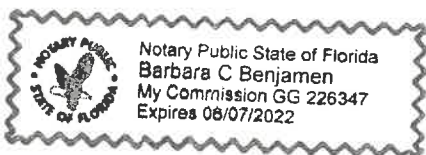
Title: President

Date: 4-26-2021

STATE OF FLORIDA)
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 26th day of April, 2021, by Sonny J. Dukes as President of Contractor, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Barbara C. Benjamin
My Commission Expires: 08/07/2022

CITY OF KISSIMMEE

By: [Signature]
Mayor- Commissioner

Date: July 6, 2021

ATTEST:

[Signature]
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

[Signature]
City Attorney

ITEM 7.C**Weston 4 Hundred - Final Plat (DRC# 20-00104)****Request**

Requesting City Commission approval of the final plat known as Weston 4 Hundred.

Explanation

The owner of the property, Weston 4 Hundred LLC, is requesting final plat approval without a guarantee, as this was reviewed as a Minor Subdivision in accordance with the Land Development Code. This property is located west of Lawrence Silas Boulevard, between Neptune Road and Oak Street, and combines several underlying lots and a portion of unplatted property into a single lot for development purposes.

Recommendation

Staff recommends approval of the final plat for the Weston 4 Hundred.

REQUESTED CITY COMMISSION ACTION:

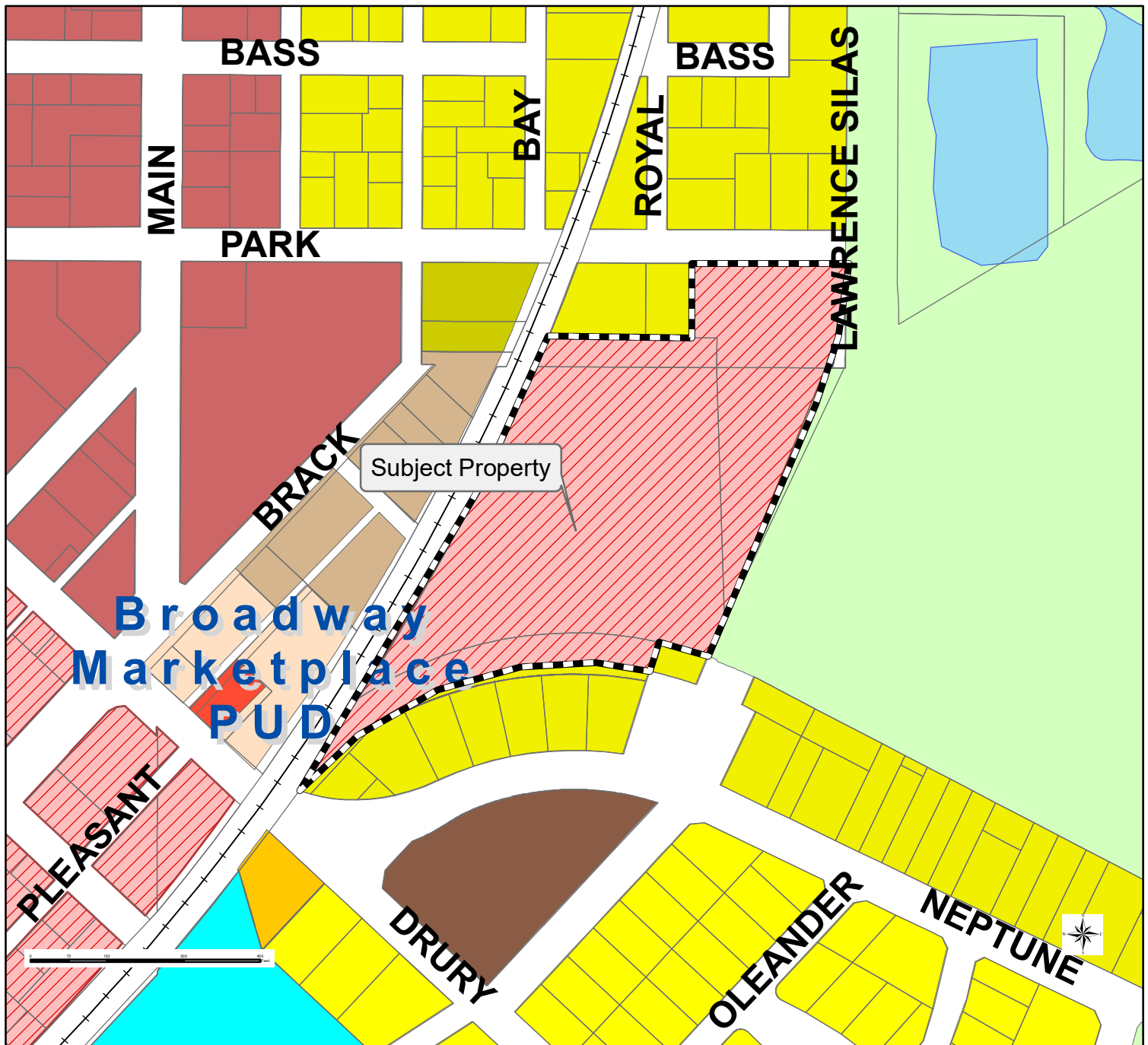
Approve

Department: Public Works & Engineering

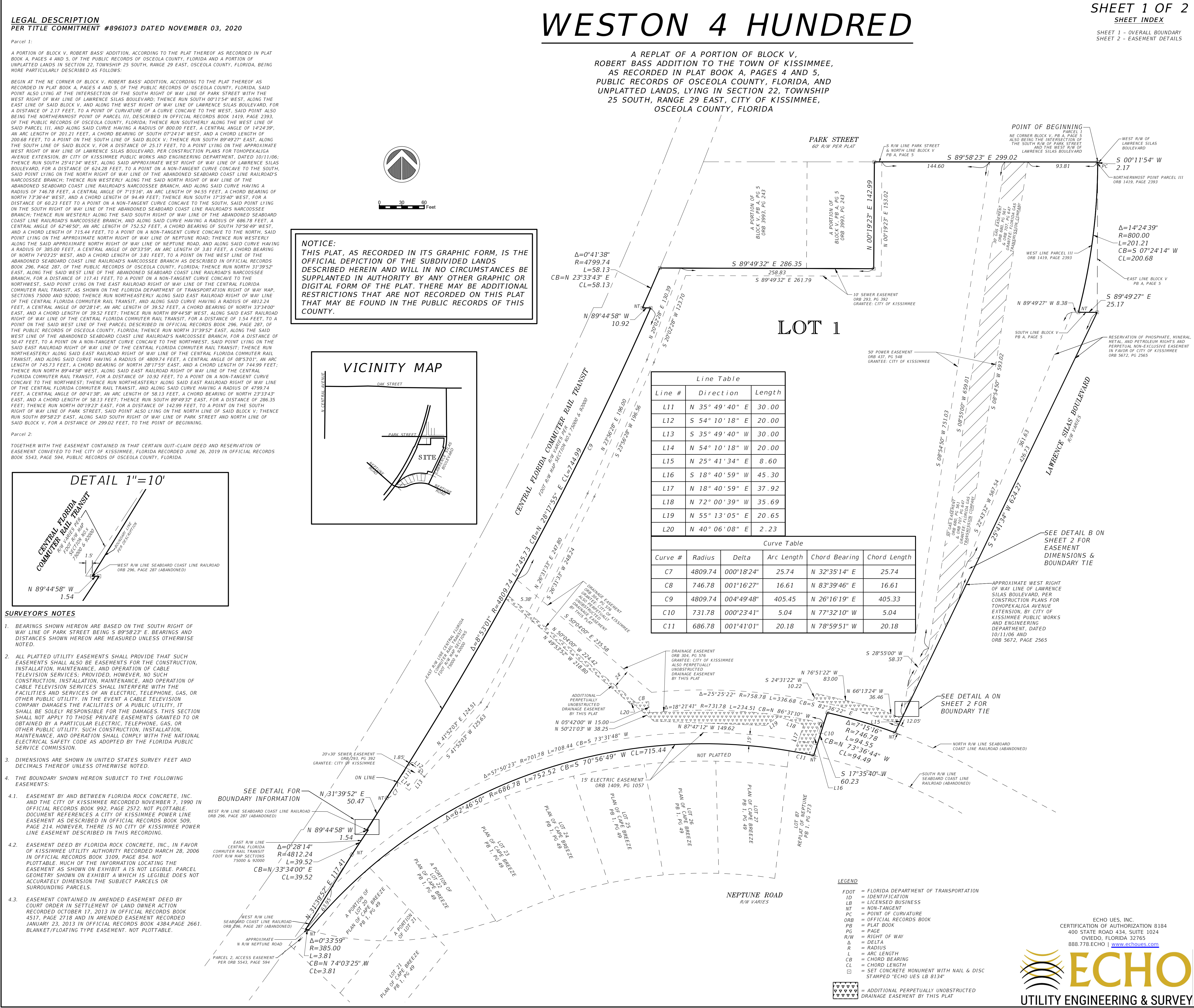
Presenter:

Attachment(s):

1. Weston 4 Hundred Vicinity Map
2. Weston 4 Hundred Final Plat



Subject Property	RA-4 (Single Family Residential 6,000 sqft)	HC (Highway Commercial)
CRA District Boundary	RB-1 (Medium Density Residential)	B-5 (Office Commercial)
Railroad	RB-2 (Medium Density Residential - Office)	BP (Business Park)
City Limit Boundary	RC-1 (Multiple Family Medium Density Residential)	IB (Industrial Business)
Kissimmee Gateway Airport	RC-2 (Multiple Family High Density Residential)	AO (Airport Operations)
Lake Surfaces	MH-1 (Mobile Home 9,000 sqft)	AI (Airport Industrial)
Zoning Districts		
Zoning District Designations		
AC (Agricultural Conservation)	MH-2 (Mobile Home 6,000 sqft)	CF (Community Facility)
RE (Residential Estate)	MHP (Mobile Home Park)	HF (Hospital Facility)
RA-1 (Single Family Residential 12,000 sqft)	RPB (Residential Professional Business)	UT (Utilities)
RA-2 (Single Family Residential 9,000 sqft)	B-1 (Downtown Commercial)	OS (Open Space)
RA-3 (Single Family Residential 7,000 sqft)	B-2 (Neighborhood Commercial)	RPUD (Residential Planned Unit Development)
	B-3 (General Commercial)	SRPUD (Short Term Rental Planned Unit Development)
	B-4 (Main Street Commercial)	MUPUD (Mixed Use Planned Unit Development)



SHEET 1 OF 2
SHEET INDEX
SHEET 1 - OVERALL BOUNDARY
SHEET 2 - EASEMENT DETAILS

PLAT BOOK PAGE

WESTON 4 HUNDRED DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, has caused said lands to be surveyed, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of the said lands, and declares those perpetually unobstructed drainage easements created by this plat to the City of Kissimmee.

IN WITNESS WHEREOF, the undersigned owner has caused these presents to be signed and attested to by the officers name below on _____.

Owner: Weston 4 Hundred, LLC.

By: _____
Jonathan Wolf, Manager

Signed and sealed in the presence of:

Signature _____ Print Name _____
Signature _____ Print Name _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, this _____ day of _____, by Jonathan Wolf, Manager of Weston 4 Hundred, LLC, who is _____ personally known to me or _____ has produced the following identification: _____.

Notary Public Signature _____ [NOTARY SEAL]
Print Name: _____
My Commission Expires: _____
State of Florida _____

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned is a licensed and registered Surveyor and Mapper, that the foregoing Plat was prepared by him or under his supervision; That the Permanent Reference Monuments have been placed and Permanent Control Points have been or will be placed as required by all State and Local regulations and that this Plat complies with all survey requirements of Chapter 177, Florida Statutes and City of Kissimmee Land Development Code. The land described hereon lies in Section 22, Township 25 South, Range 29 East, Osceola County Florida.

Eric E Cain Digitally signed by Eric E Cain
Date: 2022.01.26 08:53:30
-05'00'

SURVEYOR'S NAME: ERIC E. CAIN DATE _____
REGISTRATION NUMBER: PSM #7131
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NUMBER OF LEGAL ENTITY: LB 8184
ECHO UES, INC.
400 STATE ROAD 434, SUITE 1024, OVIEDO, FLORIDA 32765

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING CITY OF KISSIMMEE

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my does include field verification of any of the coordinates, points, or measurements shown on this plat

SIGNATURE _____ DATE _____
PRINT NAMES _____ REGISTRATION NO: _____
Florida Professional Surveyor and Mapper under contract to CITY OF KISSIMMEE

CERTIFICATE OF APPROVAL BY CITY COMMISSIONERS

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Commissioner of the City of Kissimmee.

City Mayor _____
City Clerk _____

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I have examined the foregoing Plat and find that it complies in form with all the requirements of the Chapter 177, Florida Statutes and the Osceola County Land Development Code and was filed for record on _____ at _____.

File Number _____

CLERK OF THE CIRCUIT COURT
in and for Osceola County, Florida
By _____ D.C. _____

WESTON 4 HUNDRED

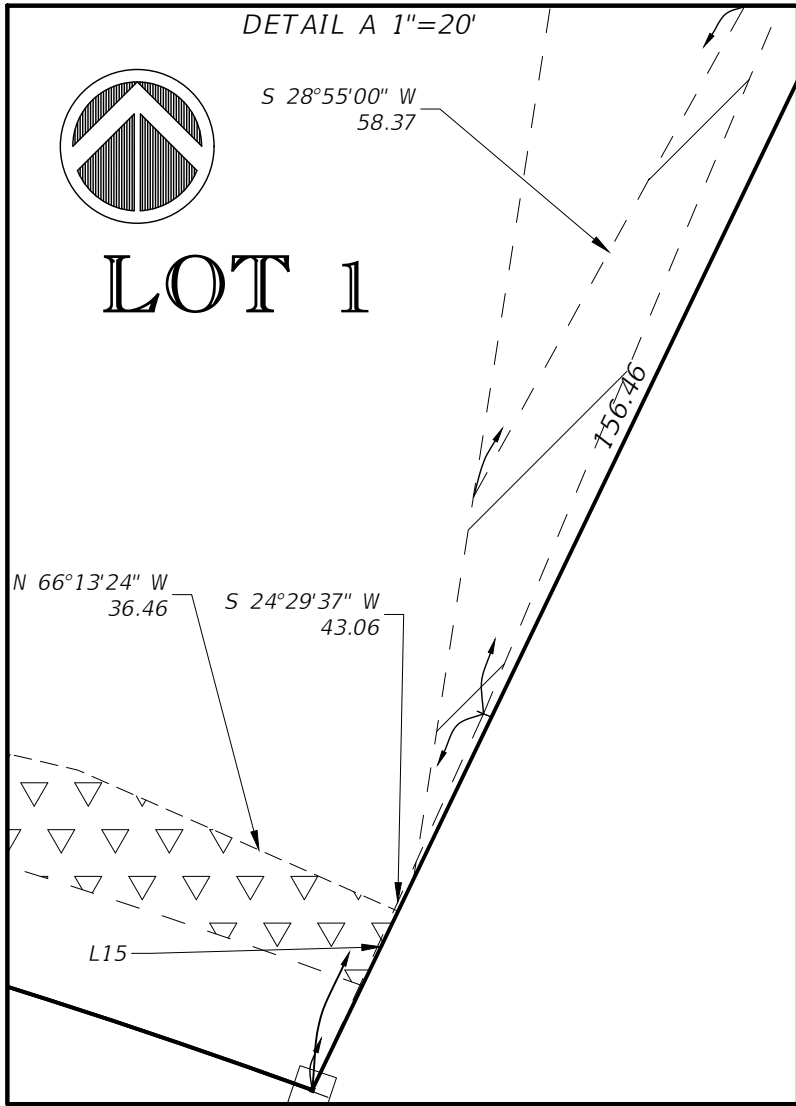
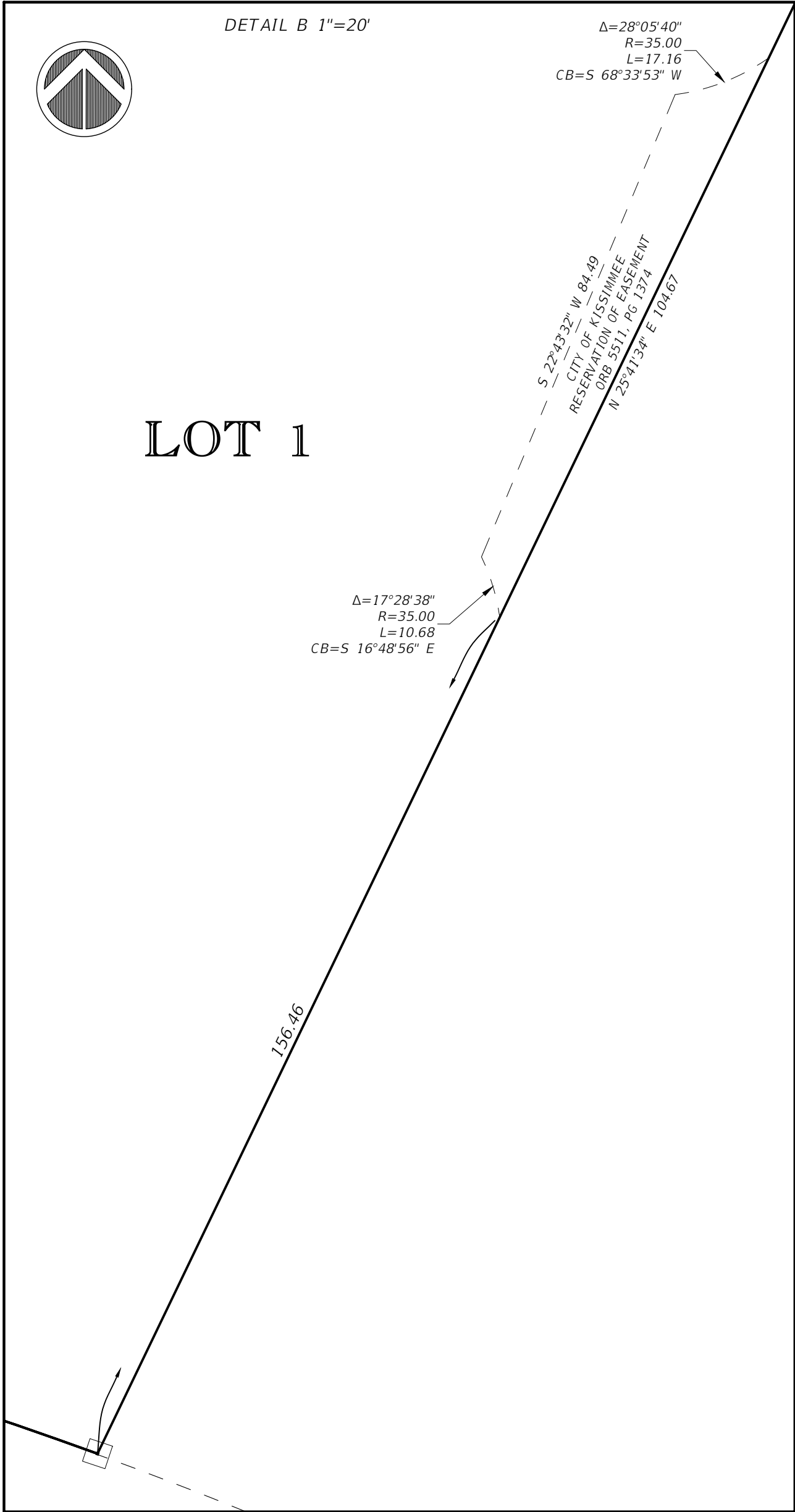
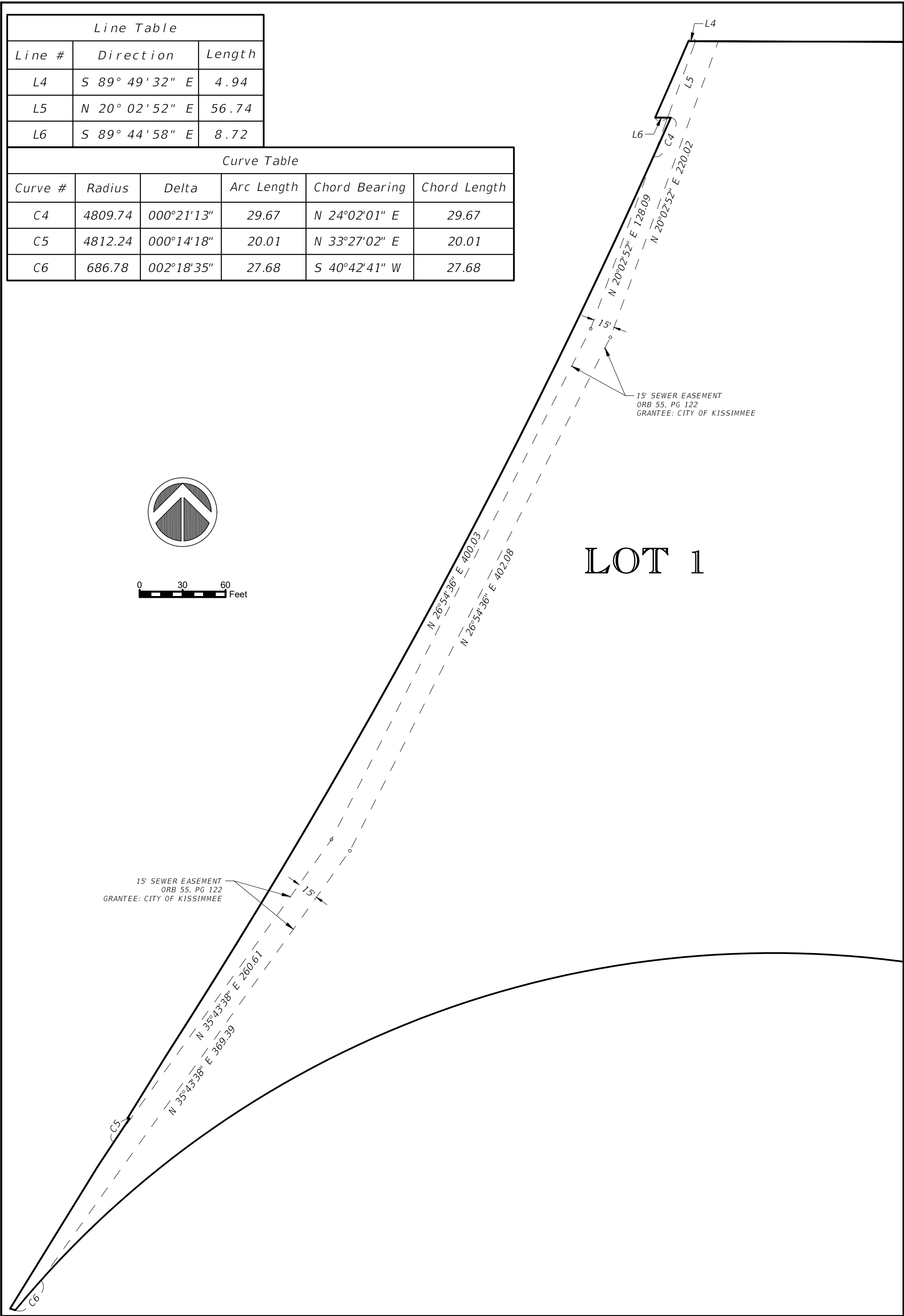
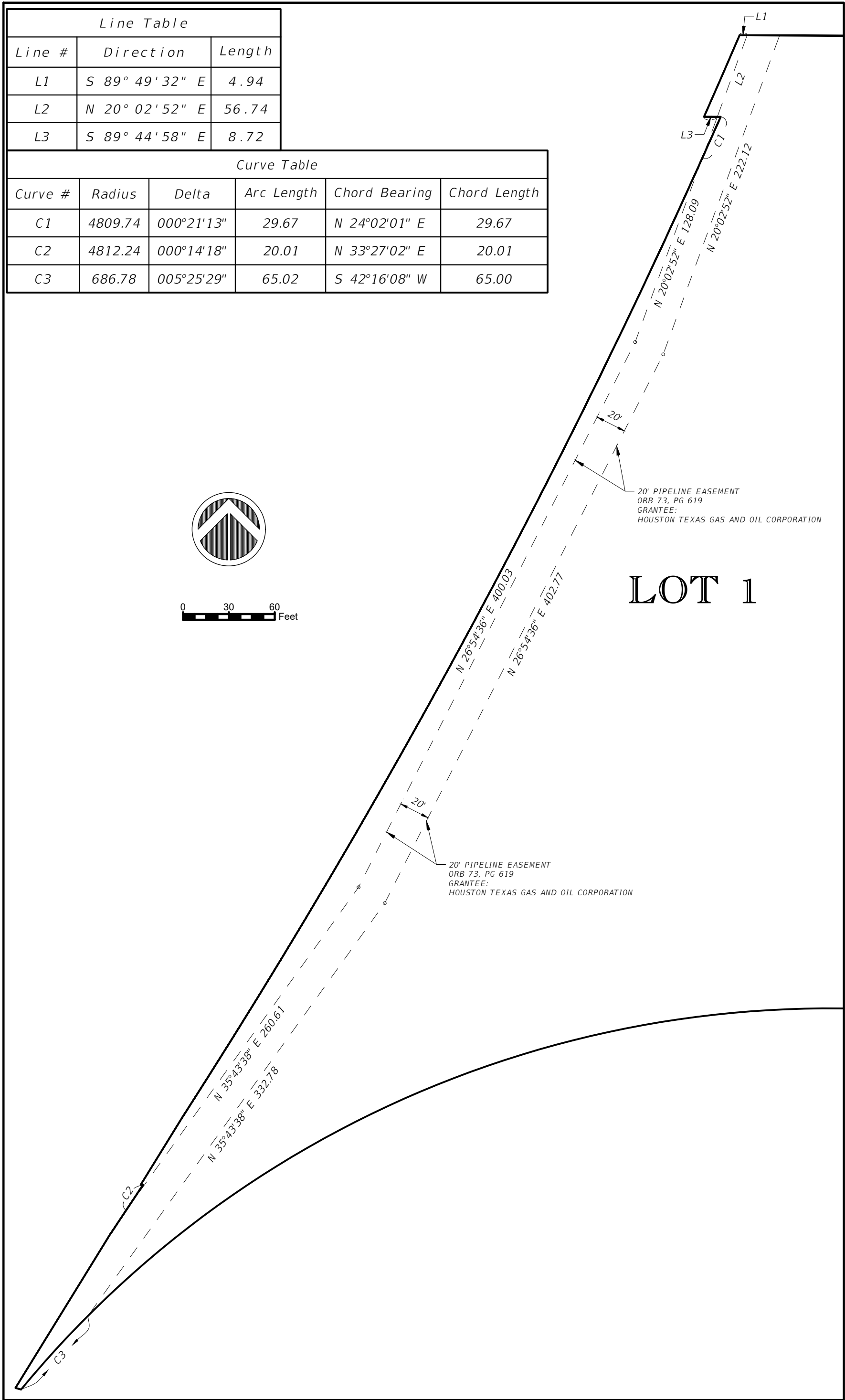
A REPLAT OF A PORTION OF BLOCK V,
ROBERT BASS ADDITION TO THE TOWN OF KISSIMMEE,
AS RECORDED IN PLAT BOOK A, PAGES 4 AND 5,
PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND
UNPLATTED LANDS, LYING IN SECTION 22, TOWNSHIP
25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE,
OSCEOLA COUNTY, FLORIDA

EASEMENT DETAILS

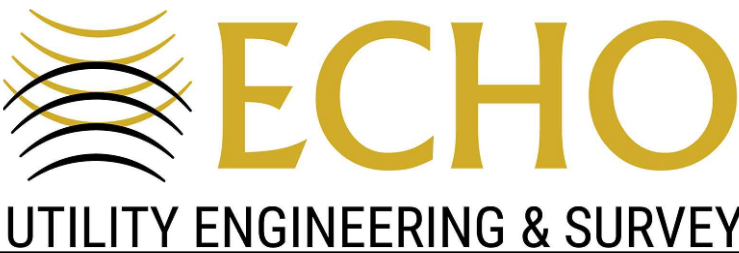
SHEET 2 OF 2
SHEET INDEX
SHEET 1 - OVERALL BOUNDARY
SHEET 2 - EASEMENT DETAILS

PLAT
BOOK

PAGE



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
400 STATE ROAD 434, SUITE 1024
OVIEDO, FLORIDA 32765
888.778.ECHO | www.echoues.com



DRC# 20-00104

ITEM 7.D**Change Order No. 4 with Gomez Construction for the Security Improvements at Kissimmee Gateway Airport****Request**

Approval of Change Order No. 4 with Gomez Construction Company for the Airport Security Improvements Project in the amount of \$6,140.00 using project AP2103 funds.

Explanation

Change Order No.4 Kissimmee Airport Security Improvements includes furnishing and installing two (2) new safety entrance and exit ground loops for the Dyer Boulevard gate and approximately 35 linear feet of underground conduit/wire from the access card reader to the gate controls.

The Amendment to the Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) dated August 3, 2021 Item No. 7.D reflects the overall estimated project costs increased to \$435,553.00 for FDOT total project costs with this additional work approved. Under this grant, FDOT will cover 80% (\$4,912.00) and the Airport will cover 20% (\$1,228.00). Adequate funds are available for project AP2103.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000381-381008	AP2103	Increase	\$1,228.00	
47070106-506393	AP2103	Decrease	\$1,228.00	
47000334-334410	AP2103	Increase	\$4,912.00	
47070106-506393	AP2103	Increase	\$4,912.00	

Financial Summary:

FDOT will pay 80% of this Change Order No. 4, totaling \$4,912.00. In addition, airport funds allocated in AP2103 will be used to cover 20% of this Change Order, \$1,228.00.

Recommendation

Staff recommends Commission approval of Change Order No. 4 with Gomez Construction, for Airport Security Improvements Project in the amount of \$6,140.00.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter: Shaun Germolus

Attachment(s):

1. Change Order No. 4 - Gomez Construction Co.
2. EXECUTED FM 438442-2-94-01 (G1S63) Amnd. 1 PTGA for Secu...ents at Kissimmee Gateway Airport.
3. CC 08-03-2021 7.D Change Order Gomez and PTGA Amendment No. 1

CHANGE ORDER NO. 4

OWNER: City of Kissimmee
OWNER'S ADDRESS: Kissimmee Gateway Airport, 401 Dyer Boulevard, Kissimmee, FL 34741
PROJECT NO.: FAA AIP No. N/A; FDOT FM No. 438442-2-94-01; C.O.K. Bid No. IFB 2020-007
CONTRACTOR: Gomez Construction Company (Gomez)
ADDRESS OF CONTRACTOR: 750 Jackson Avenue, Winter Park, Florida 32789
CONTRACT DESCRIPTION: Security Improvements (Phase 1) at the Kissimmee Gateway Airport
CONTRACT DATE: February 16, 2021
PURCHASE ORDER NO.: 21001381
PURCHASE ORDER DATE: April 15, 2021
CHANGE ORDER DATE: March 15, 2022

NO WORK COVERED BY THIS CHANGE ORDER (AS APPLICABLE) MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF AN ORIGINAL FULLY EXECUTED BY THE CONTRACTOR, THE OWNER, (THE FAA AND THE FDOT, AS APPLICABLE) AND THE ENGINEER. THE CONTRACTOR SHALL INDICATE HIS CONCURRENCE WITH THIS CHANGE BY EXECUTING ALL ORIGINALS AND RETURNING THEM TO THE OFFICE OF ORIGINATION WITHIN SEVEN (7) CALENDAR DAYS OF THE DATE OF TRANSMITTAL. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE AS SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE:

SEE ATTACHED Exhibit A and Exhibit B

ADJUSTED CALENDAR DAYS CONTRACT TIME:

ORIGINAL: 45
TO DATE: 66
THIS C.O.* 5
TOTAL: 71
NOTICE TO PROCEED DATE: TBD
START DATE: TBD
ANTICIPATED COMPLETION DATE: TBD

ORIGINAL TOTAL CONTRACT PRICE	\$ 279,613.71
APPROVED NET ADDITIONS TO CONTRACT TO DATE	\$ 48,413.64
APPROVED NET DELETIONS TO CONTRACT TO DATE	\$ 0.00
TOTAL CONTRACT PRICE TO DATE	\$ 328,027.35
NET AMOUNT OF THIS CHANGE ORDER: ADD ☒ DELETE	\$ 6,140.00
REVISED TOTAL CONTRACT PRICE	\$ 334,167.35
PERCENTAGE THIS CHANGE OF ORIG. CONTRACT PRICE:	2.20%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS (AS APPLICABLE) IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE – GOMEZ CONSTRUCTION COMPANY (GOMEZ)

BY:

PA [Signature]

ATTEST:

[Signature]

TITLE:

Precon Manager

DATE:

3/15/22

RECOMMENDED FOR APPROVAL – HANSON PROFESSIONAL SERVICES

BY:

[Signature]

TITLE:

VICE PRESIDENT

DATE:

03/15/2022

APPROVED: FEDERAL AVIATION ADMINISTRATION, ORLANDO ADO

BY:

N/A

TITLE:

N/A

DATE:

N/A

APPROVED: FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE

BY:

TITLE:

DATE:

APPROVED: CITY OF KISSIMMEE

BY:

TITLE:

DATE:

(END)

EXHIBIT A
to
CHANGE ORDER NO. 4

SECURITY IMPROVEMENTS (PHASE 1)

at the

KISSIMMEE GATEWAY AIRPORT

FAA AIP No. N/A
FDOT FM No. 438442-2-94-01
C.O.K. Bid No. IFB 2020-007

There is One (1) item contained in this change order as follows:

ITEM 1: **CHANGES RELATED TO DYER BOULEVARD GATE**

This change order consists of furnishing and installing two (2) new safety and exit loops and approximately 30-35 LF (includes approximately 5-7 FT outside the edge of pavement) of 1" HDPE directional drill beneath the access drive to the Dyer Boulevard Gate location. The exact location shall be coordinated in the field with the City.

Pay Item(s) Introduced:

COR-004 (See attached cost proposal).



5115 Old Winter Garden Road
Orlando, Florida 32811
407-295-7093 Fax 407-292-8550

Proposal

To: Gomez Construction Co
750 Jackson Ave
Winter Park FL 32789

Proposal #: 23624
Date: 03/03/2022

Attn: Steve Carrow

Description	Amount
Kissimmee Airport Security Improvements - CO #6 Please process the following change order	
Furnish & install (2) new safety and exit loops at Dyer St gate.	1,150.00
Excludes: all invoicing services such as Textura, clearing, grading and staking of fence line.	

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Jeff Rowlen
jeff@allritefence.com

Non-Taxable Amount:	1,150.00
Taxable Amount:	0.00
Sales Tax:	0.00
Proposal Total:	\$1,150.00





TRANSPORTATION SYSTEMS INC.

575 Cooper Industrial Parkway
Apopka, FL 32703

2/7/22

Re: Kissimmee Security – Directional Bore

To Whom it May Concern,

Please see attached price proposal for the Directional Bore at Dire Road

Total Price Proposal: \$ 4,990.00

Thank you,

Eric Lesso

Eric Lesso

CHANGE PROPOSAL DESCRIPTION & CLARIFICATIONS

Sub. Name	Transportation Systems Inc.
Date	2/7/2022
Pricing Rev. #	4
CE #	
Sub Project	KISSIMMEE SECURITY PROJECT
Initiating Document	DIRE ROAD - DIRECTIONAL BORE

Description

Scope: DIRECTIONAL BORE OF 1-1" HDPE UNDER DIRE ROAD

Cost

1st Tier Sub

1st Tier Subtotal		\$292.68
Self Perform O&P	15%	\$43.90
2nd Tier Subtotal		\$4,000.00
O&P on 2nd Tier	15%	\$600.00
Sub Total		\$4,936.58
Bond	1.08%	\$53.32
Grand Total		\$4,990.00

CE: 0

Transportation Systems Inc.

SUBCONTRACTOR ESTIMATE BACKUP WORKSHEET - Work being Performed by the 1st Tier Subcontractor

[illegible]

CE:

Transportation Systems Inc.

SUBCONTRACTOR ESTIMATE BACKUP WORKSHEET - Work Being Performed by 2nd Tier Subcontractors

Totals Must Include All Tax & Markup (Cost Breakdown Back Up Required)

[illegible]



TRANSPORTATION SYSTEMS INC.

575 Cooper Industrial Parkway
Apopka, FL 32703

Craft	Total Rate w/Burden	Labor Burden	Labor Burden %	Base Rate	Overtime Rate = Base Rate x 1.5	Total O.T. Rate w/30% Labor Burden	Blended Hourly Rate
SUPERVISOR	\$ 49.70	\$ 14.70	0.42	\$ 35.00	\$ 52.50	\$ 68.25	\$ 55.88
FOREMAN	\$ 42.60	\$ 12.60	0.42	\$ 30.00	\$ 45.00	\$ 58.50	\$ 47.90
ITS TECHNICIAN	\$ 39.05	\$ 11.55	0.42	\$ 27.50	\$ 41.25	\$ 53.63	\$ 43.91
FOC INSTALLER (SKILLED)	\$ 35.50	\$ 10.50	0.42	\$ 25.00	\$ 37.50	\$ 48.75	\$ 39.92
FOC INSTALLER (UNSKILLED)	\$ 31.24	\$ 9.24	0.42	\$ 22.00	\$ 33.00	\$ 42.90	\$ 35.13
LABORER (SKILLED)	\$ 31.24	\$ 9.24	0.42	\$ 22.00	\$ 33.00	\$ 42.90	\$ 35.13
LABORER (UNSKILLED)	\$ 24.85	\$ 7.35	0.42	\$ 17.50	\$ 26.25	\$ 34.13	\$ 27.94
ELECTRICIAN	\$ 42.60	\$ 12.60	0.42	\$ 30.00	\$ 45.00	\$ 58.50	\$ 47.90
AUGER OPERATOR	\$ 39.05	\$ 11.55	0.42	\$ 27.50	\$ 41.25	\$ 53.63	\$ 43.91
BACKHOE OPERATOR	\$ 28.40	\$ 8.40	0.42	\$ 20.00	\$ 30.00	\$ 39.00	\$ 31.93
BOOM OPERATOR	\$ 35.50	\$ 10.50	0.42	\$ 25.00	\$ 37.50	\$ 48.75	\$ 39.92
CRANE OPERATOR	\$ 36.92	\$ 10.92	0.42	\$ 26.00	\$ 39.00	\$ 50.70	\$ 41.51
EQUIPMENT OPERATOR	\$ 39.76	\$ 11.76	0.42	\$ 28.00	\$ 42.00	\$ 54.60	\$ 44.71
PLOW OPERATOR	\$ 39.76	\$ 11.76	0.42	\$ 28.00	\$ 42.00	\$ 54.60	\$ 44.71
DIRECTIONAL BORE OPERATOR	\$ 39.76	\$ 11.76	0.42	\$ 28.00	\$ 42.00	\$ 54.60	\$ 44.71
TRENCH OPERATOR (SKILLED)	\$ 39.76	\$ 11.76	0.42	\$ 28.00	\$ 42.00	\$ 54.60	\$ 44.71
TRENCH CONDUIT LABORER (UNSKILLED)	\$ 26.63	\$ 7.88	0.42	\$ 18.75	\$ 28.13	\$ 36.56	\$ 29.94
CONCRETE FINISHER	\$ 26.63	\$ 7.88	0.42	\$ 18.75	\$ 28.13	\$ 36.56	\$ 29.94
TRAFFIC SIGNAL INSTALLER (SKILLED)	\$ 38.34	\$ 11.34	0.42	\$ 27.00	\$ 40.50	\$ 52.65	\$ 43.11
TRAFFIC SIGNAL INSTALLER (UNSKILLED)	\$ 25.56	\$ 7.56	0.42	\$ 18.00	\$ 27.00	\$ 35.10	\$ 28.74
MECHANIC	\$ 35.50	\$ 10.50	0.42	\$ 25.00	\$ 37.50	\$ 48.75	\$ 39.92
ADMINISTRATIVE ASSISTANT	\$ 32.66	\$ 9.66	0.42	\$ 23.00	\$ 34.50	\$ 44.85	\$ 36.72



TRANSPORTATION SYSTEMS INC.
575 COOPER INDUSTRIAL PARKWAY
APOPKA, FL 32703

TSI EQUIPMENT RATES 2021

			A	B	(A + B)
Description	Monthly Total Cost	Monthly Total Cost At 50%	Monthly Total Cost At 50% Divided By 176	Estimated Operating Cost Per HR	Total Hourly Rate
1/2 Ton Pickup Truck	\$ 687.99	\$ 344.00	\$ 1.95	\$ 13.15	\$ 15.10
3/4 Ton Truck	\$ 789.73	\$ 394.87	\$ 2.24	\$ 19.05	\$ 21.29
Flatbed Truck	\$ 1,017.45	\$ 508.73	\$ 2.89	\$ 25.80	\$ 28.69
Bucket Truck	\$ 2,250.00	\$ 1,125.00	\$ 6.39	\$ 26.11	\$ 32.50
Boom Truck (15 Ton/ 60' Reach)	\$ 2,500.00	\$ 1,250.00	\$ 7.10	\$ 19.90	\$ 27.00
Scissor Lift - 40ft	\$ 1,351.00	\$ 675.50	\$ 3.84	\$ 4.90	\$ 8.74
RT Forklift 8000#	\$ 3,827.82	\$ 1,913.91	\$ 10.87	\$ 21.10	\$ 31.97
Rubber-Tire Backhoe - 420E	\$ 3,399.82	\$ 1,699.91	\$ 9.66	\$ 23.60	\$ 33.26
Ditch Witch (Ride On) 36" Depth	\$ 1,500.00	\$ 750.00	\$ 4.26	\$ 9.49	\$ 13.75
Mini Excavtor (Bobcat)	\$ 1,500.00	\$ 750.00	\$ 4.26	\$ 9.49	\$ 13.75
Rubber-Tire Backhoe - 420E	\$ 3,399.82	\$ 1,699.91	\$ 9.66	\$ 23.60	\$ 33.26
Pump - 3" - 4" Trash	\$ 263.63	\$ 131.82	\$ 0.75	\$ 4.65	\$ 5.40
Pump - 6" - 8" Trash	\$ 2,372.63	\$ 1,186.32	\$ 6.74	\$ 20.02	\$ 26.76
Generaotr (2500 Watt)	\$ 500.00	\$ 250.00	\$ 1.42	\$ 0.45	\$ 1.88

EXHIBIT B
to
CHANGE ORDER NO. 4
SECURITY IMPROVEMENTS (PHASE 1)
at the
KISSIMMEE GATEWAY AIRPORT

FAA AIP No. N/A
FDOT FM No. 438442-2-94-01
C.O.K. Bid No. IFB 2020-007

Reference is made to the following for each of the items affected by this change order for the changes described in Exhibit A.

CHANGE ORDER NO. 4
Project: Security Improvements (Phase 1)
Airport: KISSIMMEE GATEWAY AIRPORT
Owner: CITY OF KISSIMMEE
Date Prepared: MARCH 15, 2022
AIP No: N/A
FM No.: 438442-1-94-1
C.O.K. BID No. IFB 2020-007



Amherst/Hanson
Now part of
Hanson Professional Services Inc.

BID SCHEDULE A						ORIGINAL CONTRACT		CONTRACT AFTER THIS CO	
Item	Description	Unit	Estimated Quantity	CO 4	Revised Quantity, incl. previous Change Order(s)	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION AND SAFTEY/SECURITY MEASURES	LS	1		1	\$ 24,453.79	\$ 24,453.79	\$ 24,453.79	\$ 24,453.79
2	REMOVE AND DISPOSE OF EXISTING ACCESS CONTROLERS	EA	5		5	\$ 1,002.47	\$ 5,012.35	\$ 1,002.47	\$ 5,012.35
3	REMOVE EXISTING MANUAL SECURITY GATE (AVIATION DRIVE LOCATION) AND DELIVER TO OWNER	EA	1		1	\$ 821.70	\$ 821.70	\$ 821.70	\$ 821.70
4	REMOVE AND DISPOSE OF EXISTING SECURITY GATES	EA	4		4	\$ 821.70	\$ 3,286.80	\$ 821.70	\$ 3,286.80
5	ATCT FIXTURE DEMOLITION AND EARTH WORK	EA	1		1	\$ 2,810.21	\$ 2,810.21	\$ 2,810.21	\$ 2,810.21
6	FURNISH AND INSTALL NEW AUTO PARKING LOT DUAL HEAD LIGHT FIXTURE (REPLACEMENT)	EA	4		4	\$ 4,409.79	\$ 17,639.16	\$ 4,409.79	\$ 17,639.16
7	FURNISH AND INSTALL NEW DUAL HEAD LIGHT FIXTURE AND CONCRETE POLE	EA	2		2	\$ 13,147.20	\$ 26,294.40	\$ 13,147.20	\$ 26,294.40
8	FURNISH AND INSTALL NEW ATCT PERIMETER DUAL HEAD LIGHT FIXTURE ON EXISTING POLE (REPLACEMENT)	EA	5		5	\$ 4,409.79	\$ 22,048.95	\$ 4,409.79	\$ 22,048.95
9	SECURITY GATE REPLACEMENT WITH NEW 16 FT ALUMINUM GATE (SQUARE BAR), INCL. 3-STRANDED BARBED WIRE TO MATCH EXISTING FENCE	EA	5		5	\$ 5,636.86	\$ 28,184.30	\$ 5,636.86	\$ 28,184.30
10	FURNISH AND INSTALL NEW SECURITY GATE ACCESS CONTROLLERS (HYSECURITY MODEL 50FV2/3 OR EQUAL), INCL. 4" THICK CONCRETE MAINTENANCE PAD (3 FT X 16 FT), INCL. CONNECTIONS TO EXISTING HIGH AND LOW VOLTAGE	EA	5		5	\$ 22,596.75	\$ 112,983.75	\$ 22,596.75	\$ 112,983.75
11	FURNISH AND INSTALL NEW SECURITY GATE ACCESS CONTROLLERS, INCL. 4" THICK CONCRETE MAINTENANCE PAD (3 FT X 16 FT), INCL. LOOP SENSORS, PHOTO EYE, CONCRETE PAD FOR OPERATOR AND CONCRETE PAD FOR PEDESTAL (BY OTHERS)	EA	1		1	\$ 25,500.09	\$ 25,500.09	\$ 25,500.09	\$ 25,500.09
12	FURNISH AND INSTALL 120/240 SINGLE PHASE POWER CABLE, INSTALLED IN CONDUIT	LF	100		100	\$ 7.67	\$ 767.00	\$ 7.67	\$ 767.00
13	FURNISH AND INSTALL 1-WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	LF	150		150	\$ 8.76	\$ 1,314.00	\$ 8.76	\$ 1,314.00
14	FURNISH AND INSTALL NEW 6 FT PLUS 1 FT 3-STRANDED BARB WIRE CHAIN LINK FENCE AND POSTS TO MATCH EXISTING FENCE	LF	30		30	\$ 54.99	\$ 1,649.70	\$ 54.99	\$ 1,649.70
15	FURNISH AND INSTALL NEW STANDARD SAFETY BOLLARD, 4-1/2" X 36" MOUNTED ON NEW PEDESTAL PAD (ULINE OR EQUAL)	EA	4		4	\$ 219.12	\$ 876.48	\$ 219.12	\$ 876.48
16	REMOVE AND REPLACE 6" 4,000 PSI PCC (AVIATION DRIVE)	SY	23		23	\$ 259.61	\$ 5,971.03	\$ 259.61	\$ 5,971.03
17	COR-001	LS	0		1	\$ -	\$ -	\$ 14,273.00	\$ 14,273.00
18	COR-002	LS	0		1	\$ -	\$ -	\$ 27,166.24	\$ 27,166.24
19	COR-003	LS	0		1	\$ -	\$ -	\$ 6,974.40	\$ 6,974.40
20	COR-004	LS	0	1	1	\$ -	\$ -	\$ 6,140.00	\$ 6,140.00
						BID SCHEDULE A TOTAL		\$ 279,613.71	\$ 334,167.35
						BID SCHEDULE A AFTER PREVIOUS CHANGE ORDER(S) TOTALS			\$ 328,027.35
						BID SCHEDULE A THIS CO TOTAL			\$6,140.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 11/19

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR,DPTO	FLAIR Category:
<u>438442-2-94-01</u>			<u>088719</u>
	Work Activity Code/Function:	<u>215</u>	Object Code: <u>751000</u>
	Federal Number/Federal Award		Org. Code: <u>55052000531</u>
	Identification Number (FAIN) – Transit only:		Vendor Number: <u>VF596000348026</u>
Contract Number: <u>G1S63</u>	Federal Award Date:		Amendment No.: <u>1</u>
CFDA Number: <u>N/A</u>	Agency DUNS Number:	<u>80-269-4759</u>	
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 8/16/2021 | 10:45 AM EDT, by and between the State of Florida, Department of Transportation ("Department"), and City of Kissimmee, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 12/11/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Add funds for Change Order for gate components required by local building codes at Kissimmee Gateway Airport.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☒ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): **OSCEOLA-KISSIMMEE SECURITY IMPROVEMENTS CONSTRUCTION** - The Security Enhancement Project (Project) will focus on improving security lighting, replacing security gates, and installing a security access control system. The security lighting replaces older, less efficient pole lighting in the aircraft parking area near the air traffic control tower apron and the terminal parking lot. The new pole lighting will be LED technology providing better lumens and better efficiency utilizing less power. The airport's automatic vehicle gates will be replaced due to age and maintenance issues with new gates and controls. A security access control system will be installed providing card readers and individual proximity cards for better accountability and overall security procedures. The access system will be supported by direct communications to a software program operated by staff in the airport administration building. The project will be supported by airport staff, an engineering consulting firm and two prime contractors overseeing the physical and security access software systems.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As requested by 215.971, F.S., the work will include but is not limited to the removal and disposal of existing access controllers, security gates, a light pole and several light fixtures. New items to be installed include auto parking lot dual headlight fixture replacements, concrete poles with dual overhead light fixtures, ATCT perimeter dual head light fixture replacements, 16ft aluminum security gate replacements, security gate access controllers and maintenance pads, loop sensors, safety bollards, and a small amount of concrete replacement associated with the gate roller track pads.

The pole lighting will involve light fixture and pole replacement, conduit, cabling and associated demolition and earthwork. Replacement of vehicle gates will involve, controls, conduit, cabling, loop sensors/photo eyes, concrete pads, bollards and associated fencing tie-ins. The access control system will involve software, pedestals, card readers, wireless antennas, CAT6 cabling, conduit, proximity badges, badge printer and training for said hardware and software.

The work under this project includes all professional engineering and construction related services to complete the work.

The Sponsor will comply with Aviation Program Assurances.

"The specifics of the Project Scope for construction are described in and limited by the Project Construction plans identified as "Security Improvements (Phase 1)" at Kissimmee Gateway Airport prepared by Amherst Consulting, signed and sealed on the 22nd day of October, 2020, together with all specification updates, necessary design variation, exceptions, and change orders approved by the Agency."

D. Deliverable(s): Final closeout documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

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Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438442-2-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$11,418
438442-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$337,024
438442-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$84,256
438442-2-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$2,855
Total Financial Assistance							\$435,553

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$348,442.00	\$87,111.00	\$0.00	\$435,553.00	80.00	20.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$348,442.00	\$87,111.00	\$0.00	\$435,553.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 25-2020

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the of Construction of Security Enhancement.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 438442-2-94-01, Function 215.

PASSED AND DULY ADOPTED on this 17th Day of November 2020.

CITY OF KISSIMMEE, FLORIDA



Mayor-Commissioner

ATTEST



City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$348,442

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: teresa.hutson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1S63

8/12/2021

CONTRACT INFORMATION

Contract:	G1S63
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348026
Beginning Date of This Agreement:	12/11/2020
Ending Date of This Agreement:	06/01/2024
Contract Total/Budgetary Ceiling:	ct = \$348,442.00
Description:	Osceola-Kissimmee Security Improvements Construction

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/12/2021

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	\$11,418.00
Financial Project:	43844229401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088719/22
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0002/04

Total Amount: \$11,418.00

Certificate Of Completion

Envelope Id: BF9A50D05B214923B7A8E79F30CEF067

Status: Completed

Subject: Please DocuSign: PARTIALLY EXECUTED FM 438442-2-94-01 (G1S63) Amnd. 1 PTGA for Secu...ents at K...

Contract Number (ex. C9A12, optional): G1S63

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 438442-2-94-01

Office (contact Procurement if add is needed):

Local Programs

Source Envelope:

Document Pages: 15

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Teresa Hutson

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

Teresa.Hutson@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Teresa Hutson

Location: DocuSign

8/16/2021 9:21:29 AM

Teresa.Hutson@dot.state.fl.us

Signer Events

Daniel McDermott

Daniel.McDermott@dot.state.fl.us

Senior Attorney

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

DocuSigned by:

Daniel McDermott

585E81E26BBA45C...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Timestamp

Sent: 8/16/2021 9:36:17 AM

Viewed: 8/16/2021 10:24:43 AM

Signed: 8/16/2021 10:27:13 AM

C. Jack Adkins

jack.adkins@dot.state.fl.us

Interim Director of Transportation Development

FDOT

Security Level: Email, Account Authentication (None)

DocuSigned by:

C. Jack Adkins

1752524FC337485...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Sent: 8/16/2021 10:27:15 AM

Viewed: 8/16/2021 10:44:50 AM

Signed: 8/16/2021 10:45:23 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2021 9:36:17 AM Viewed: 8/16/2021 9:42:07 AM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2021 9:36:18 AM
Lisa Buscher lisa.buscher@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2021 10:45:24 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/16/2021 9:36:18 AM
Certified Delivered	Security Checked	8/16/2021 10:44:50 AM
Signing Complete	Security Checked	8/16/2021 10:45:23 AM
Completed	Security Checked	8/16/2021 10:45:25 AM
Payment Events	Status	Timestamps

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the July 6, 2021, Commission Minutes.

Motion to approve Passed.

7.B CONTRACT WITH M&M ASPHALT MAINTENANCE, INC FOR CENTRAL SERVICES BUS (LYNX) PARKING LOT & ROSE HILL CEMETERY ROADWAY RESURFACING

Approval of piggyback contract (City of Fort Lauderdale construction agreement, ITB No.12336-103) with M&M Asphalt Maintenance dba All County Pavement Management Solutions, Inc. for the resurfacing of the Central Services Bus (LNYX) Parking Lot and the Rose Hill Cemetery roadway.

Motion to approve Passed.

7.C HELPING EMERGENCY RESPONDERS OBTAIN SUPPORT (HEROS) PROGRAM AT THE FLORIDA DEPARTMENT OF HEALTH (DOH) FOR FY2021

Approval to allow the Kissimmee Police Department to apply for and receive funds from the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH).

Motion to approve Passed.

7.D CHANGE ORDER NO. 1 WITH GOMEZ CONSTRUCTION AND AMENDMENT NO. 1 TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR SECURITY IMPROVEMENTS AT KISSIMMEE GATEWAY AIRPORT

Approval of Change Order No. 1 with Gomez Construction and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$14,273.00, using Florida FDOT grant funding and budgeted Airport funds.

Motion to approve Passed.

7.E IGLESIA CRISTIANA EL CABALLERO DE LA CRUZ - FINAL PLAT (DRC#21-00016)

Approval of the final plat known as Iglesia Cristiana El Caballero De La Cruz.

Motion to approve Passed.

8/3/2021

ITEM 7.D**CHANGE ORDER NO. 1 WITH GOMEZ CONSTRUCTION AND AMENDMENT NO. 1 TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR SECURITY IMPROVEMENTS AT KISSIMMEE GATEWAY AIRPORT****Request**

Request City Commission approval of Change Order No. 1 with Gomez Construction, and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$14,273.00, using Florida FDOT grant funding and budgeted Airport Project 2103 funds.

Explanation

Change Order No. 1 is a result of fire/rescue requirements by the City's Development Review Committee (DRC) to include manual releases and siren operated sensors (SOS) at each of the six (6) gate locations. The Amendment to the Public Transportation Grant Agreement with FDOT reflects the addition of the manual releases and siren operated sensors.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2103	Increase	11,418	
47000381-381008	AP2103	Increase	2,855	
47000334-334410	AP2103	Increase	11,418	
47070106-506393	AP2103	Increase	2,855	
47070106-506393	AP2103	Decrease	14,273	

Financial Summary:

FDOT will pay 80% of the additional costs, totaling \$11,418.00. Additional airport funds in Airport Project 2103 will be used to cover the difference of \$2,855.00 (20%).

Recommendation

Staff recommends Commission approval of Change Order No. 1 with Gomez Construction, and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$14,273.00.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee,

Approve

Department: Airport

Presenter:

Attachment(s):

1. Security Improvement Change Order No. 1
2. 438442-2 Amendment #1 to PTGA - Kissimmee Security

ITEM 7.E

Interlocal Agreement between Osceola County and the City of Kissimmee for the Shingle Creek Regional Trail Phase 2B Project

Request

Approval to enter into an agreement with Osceola County for the lease of County property to construct, operate and maintain the Shingle Creek Regional Trail Phase 2B segment to be located on County property.

Explanation

The County owns the property located south of the Osceola Parkway right-of-way and west of the Weston Reserve subdivision, which is part of the Shingle Creek Regional Trail Phase 2B project.

The County has agreed to lease the property to the City for the purpose of constructing, operating, and maintaining this portion of the Shingle Creek Regional Trail system.

There is no cost associated with this lease. Staff has determined that the County's terms and conditions are acceptable.

Recommendation

Staff recommends approval to enter into an agreement with Osceola County for the lease of County property to construct, operate and maintain the Shingle Creek Regional Trail Phase 2B segment to be located on County property.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Shingle Creek Trail Interlocal Agreement

**INTERLOCAL AGREEMENT FOR THE
SHINGLE CREEK REGIONAL TRAIL – PHASE 2B**

By and Between

OSCEOLA COUNTY, FLORIDA

AND

CITY OF KISSIMMEE, FLORIDA

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INTERLOCAL AGREEMENT FOR THE SHINGLE CREEK REGIONAL TRAIL

THIS INTERLOCAL AGREEMENT FOR THE SHINGLE CREEK REGIONAL TRAIL (this "Agreement") is made and entered into by and between Osceola County, a charter county and political subdivision of the State of Florida (the "County") and the City of Kissimmee, a Florida municipal corporation (the "City").

W I T N E S S E T H:

WHEREAS, the County owns certain property located south or the Osceola Parkway right-of-way and west of the Weston Reserve subdivision, as depicted in Appendix A hereto (the "County Property"); and

WHEREAS, the City is developing the Shingle Creek Regional Trail as a linear park; and

WHEREAS, Phase 2B of the Shingle Creek Regional Trail (the "Phase 2B Trail") is to be located within the County Property, depicted in yellow as the Shingle Creek Regional Trail Phase 2B in Appendix B hereof (the "Phase 2B Trail Corridor"); and

WHEREAS, subject to the terms and conditions hereinafter set forth, the County has agreed to lease the Phase 2B Trail Corridor to the City for the purpose of constructing, operating and maintaining the Phase 2B of the Shingle Creek Regional Trail, as set forth herein;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

SECTION 1. RECITALS. The County and the City acknowledge and agree that the foregoing recitals are true and correct and by this reference incorporated and made a part of this Agreement.

SECTION 2. REPRESENTATIONS OF THE PARTIES.

(A) The County makes the following representations as the basis for the undertakings on the part of the City herein contained:

(1) The County is a charter county and political subdivision of the State of Florida and has all requisite power and authority to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(2) The County is not in default under any provisions of applicable law material to the performance of its obligations under this Agreement.

(3) The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the City, this Agreement

constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(4) The authorization, execution and delivery of this Agreement, and the compliance by the County with the provisions hereof and thereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease, easement, permit or other instrument to which the County is subject or by which it is bound.

(5) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(B) The City makes the following representations as the basis for the undertakings on the part of the County herein contained:

(1) The City is a municipal corporation of the State of Florida and has all requisite power and authority to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(2) The City is not in default under any provisions of applicable law material to the performance of its obligations under this Agreement.

(3) The City has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(4) The authorization, execution and delivery of this Agreement, and the compliance by the City with the provisions hereof and thereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease, easement, permit or other instrument to which the City is subject or by which it is bound.

(5) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County,

threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 3. LEASE.

(A) For and in consideration of the covenants and obligations specified in this Agreement, the County leases the Phase 2B Trail Corridor to the City and the City leases the Phase 2B Trail Corridor from the County, all subject to the conditions and limitations herein expressed. The Phase 2B Trail Corridor shall be used by the City only for construction, maintenance and operation of a bike/walking trail as authorized by the SFWMD Permit and the Conservation Easements, each as hereinafter defined.

(B) The Phase 2B Trail shall be constructed in accordance with the construction plans prepared by Kelly, Collins & Gentry, Inc. dated November 15, 2019, as signed and sealed by Steven Martin Kreidt, P.E.

SECTION 4. COMPLIANCE WITH SFWMD PERMIT. The City acknowledges that the South Florida Water Management District has issued Individual Environmental Resource Permit No. 4900653-S to the County relating to the County Property (the "SFWMD Permit"). The City shall comply with all restrictions included in the SFWMD Permit and shall cause its employees, agents (including surveyors, engineers, contractors, consultants, other representatives), volunteers, invitees and other users of the Trail Corridor to comply with all restrictions included in the SFWMD Permit.

SECTION 5. COMPLIANCE WITH CONSERVATION EASEMENTS. The City acknowledges that the County Property is encumbered by Conservation Easements EC-53-227A, ER-IA and ER-5 in favor of the SFWMD (the "Conservation Easements"). The City shall comply with all restrictions included in the Conservation Easements and shall cause its employees, agents (including surveyors, engineers, contractors, consultants, other representatives), volunteers, invitees and other users of the Trail Corridor to comply with all restrictions included in the Conservation Easements.

SECTION 6. MAINTENANCE. At its own expense, the City agrees to repair and maintain the Trail Corridor to the same standard as the City maintains the remaining portions of the Shingle Creek Trail and in accordance with the SFWMD Permit and Conservation Easements.

SECTION 7. INDEMNIFICATION. The City agrees to be liable for any and all damages, losses, and expenses incurred, by the County, caused by the acts and/or omissions of the City, or any of its employees, agents (including surveyors, engineers, contractors, consultants, other representatives), volunteers, invitees and other users of the Trail Corridor. The City agrees to indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the City, or any of its employees,

agents (including surveyors, engineers, contractors, consultants, other representatives), volunteers, invitees and other users of the Trail Corridor.

SECTION 8. TERM OF AGREEMENT. The initial term of this Agreement shall begin on the date it has been approved for execution by the governing boards of both the City and the County and shall extend for a period of thirty years, unless sooner terminated as provided herein. Upon expiration of the initial term, this Agreement shall be extended for five-year renewal terms without further action of the parties, unless either party delivers a notice of nonrenewal to the other party not later than six months prior to expiration of the initial term or any renewal term.

SECTION 9. DEFAULT AND REMEDIES.

(A) Upon the occurrence of a default by the City hereunder, the County shall have the following rights and remedies (in addition to all other rights and remedies provided the County at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate the County for all damages proximately caused by the City's failure to perform its obligations under this Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to the City's obligations under this Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel the City to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Agreement, and/or (3) to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated and this Agreement shall be null and void.

(B) Upon the occurrence of a default by the County hereunder, the City shall have the following rights and remedies (in addition to all other rights and remedies provided the City at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate the City for all damages proximately caused by the County's failure to perform its obligations under this Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to the County's obligations under this Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel the County to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Agreement, and/or (3) to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated and this Agreement shall be null and void.

SECTION 10. NOTICE AND CURE. In the event either party has breached the terms and provisions of this Agreement, a non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. The party who has breached this Agreement shall remedy its breach within ten business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the ten business day period, in which additional time shall be afforded, provided cure is begun within the ten business day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from the receipt by the defaulting party of written notice

of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

SECTION 11. FUTURE TRAIL EXTENSIONS. The parties acknowledge the City's plan to extend the Shingle Creek Trail over Osceola Parkway and along the north Osceola Parkway right-of-way to the east and west. The parties further acknowledge that construction of such extensions is not authorized by this Agreement. However, the parties intend to enter into a future agreement for such extensions and the County agrees to cooperate with the City with respect to any grant applications for such extensions.

SECTION 12. INTERLOCAL AGREEMENT PROVISIONS. To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and between the County and the City, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County.

SECTION 13. PUBLIC RECORDS.

(A) The parties acknowledge that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If either party will act on behalf of the other party, as provided under Section 119.011(2), Florida Statutes, acting party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(1) Keep and maintain public records required by the other party to perform the service.

(2) Upon request from the other party's custodian of public records, provide the other party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the other party.

(4) Upon completion of the contract, transfer, at no cost, to the other party all public records in possession of the acting party or keep and maintain public records required by the other party to perform the service. If the acting party transfers all public records to the other party upon completion of the contract, the acting party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the acting party keeps and maintains public records upon completion of the contract, the acting party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other party, upon request from the other party's custodian of public records, in a format that is compatible with the information technology systems of the other party.

(5) If the acting party does not comply with a public records request, the other party shall enforce the contract provisions in accordance with the Agreement.

(B) Any questions regarding the application of Chapter 119, Florida Statutes, to the acting party's duty to provide public records relating to this Agreement should be directed to the other party's custodian of public records, as follows:

As to the County:
Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
(407) 742-0100
BCCPIO@osceola.org

As to the City:
Office of the City Clerk
101 Church Street, Suite 500
Kissimmee, FL 34741
(407) 518-2308
CityClerkEmail@kissimmee.gov

SECTION 14. RESOLUTION OF DISPUTES. The parties agree to resolve any dispute related to the interpretation, performance or enforcement of this Agreement as outlined in this Section. Either party may initiate the dispute resolution process by providing written notice to the other party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues. If the parties fail to resolve the dispute within 60 days of notice, the parties shall attempt to resolve the dispute pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before filing suit related to the interpretation, performance or enforcement of this Agreement.

SECTION 15. PROFESSIONAL FEES. Each party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 16. COMPLIANCE WITH ALL LAWS. The City, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. SOVEREIGN IMMUNITY. The parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the parties for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the parties which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three days after the date mailed by registered or certified mail, postage prepaid, to the other party at the following addresses:

County:

City:

Osceola County Manager 1
Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Phone: (407) 742-2385

Kissimmee City Manager
101 Church Street, Suite 500
Kissimmee, Florida 34741
Phone: (407) 518-2300

SECTION 19. ASSIGNMENT. Neither party shall be permitted to assign, nor transfer any of its rights and obligations under this Agreement without the prior written consent of the other party, which consent may be withheld or qualified by the other party in its sole discretion.

SECTION 20. NON-WAIVER. The failure of any party to insist upon another party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 21. COUNTERPARTS. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 23. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective permitted successors and assigns.

SECTION 24. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 25. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

SECTION 26. GOVERNING LAW AND VENUE. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement without regard to its

choice of law principles. The parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within the state courts of Florida in Osceola County, or the United States District Court for the Middle District of Florida, Orlando Division. The parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Agreement to be executed and delivered as of the date it has been approved for execution by the governing boards of both the City and the County.

OSCEOLA, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Agreement to be executed and delivered as of the date it has been approved for execution by the governing boards of both the City and the County.

CITY OF KISSIMMEE, FLORIDA

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney

[illegible]

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[illegible]

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ITEM 7.F

Local Agency Program Supplemental Agreement No.1 with the Florida Department of Transportation for the Design of the Connect Kissimmee Complete Streets Project

Request

Approval of the resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) agreement and further authorizes the City Manager to execute and deliver to the Florida Department of Transportation (FDOT) any subsequent documentation and amendments to FDOT for the design of Connect Kissimmee Complete Streets Project, FPN: 437472-2-38-01.

Explanation

Initial funding in the amount of \$1,430,000 has already been granted by FDOT and accepted by the City Commission for this project. This supplemental agreement will provide for an additional \$206,514 which will result in total grant funding of \$1,636,514. While there is no City match required for this grant, the City will be required to cover ineligible items associated with the project in the amount of \$223,697.00, bringing the total project to \$1,860,211. The additional \$223,697.00 needed will be covered by the City of Kissimmee Downtown CRA fund.

Recommendation

Staff recommends Commission approval of the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement and further authorize the City Manager to execute and deliver any subsequent documentation and amendments to FDOT for the design of Connect Kissimmee Complete Streets Project, FPN: 437472-2-38-01.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Original Executed LAP Agreement
2. LAP Resolution for Supplemental Agreement No. 1
3. LAP Supplemental Agreement No. 1

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LOCAL AGENCY PROGRAM AGREEMENT

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FPN: 437472-2-38-01	FPN: _____	FPN: _____
Federal No (FAIN): D521 065 B	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: 12/20/2021	Federal Award Date: _____	Federal Award Date: _____
Fund: SU/LF	Fund: _____	Fund: _____
Org Code: 55053010541	Org Code: _____	Org Code: _____
FLAIR Approp: 088849	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: _____	FLAIR Obj: _____
County No: 92 Contract No: G2473 Recipient Vendor No: F596000348006 Recipient DUNS No: 07-048-1952 Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on
1/10/2022 | 11:44 AM EST, by and between the State of Florida Department of Transportation, an agency
 (This date to be entered by DOT only)
 of the State of Florida ("Department"), and City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Connect Kissimmee Complete Streets, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,530,512.00 (One Million Five Hundred Thirty Thousand Five Hundred Twelve Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,430,000.00 (One Million Four Hundred Thirty Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any 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

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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. If any funds other than federally-appropriated funds have been paid by the Recipient 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

By:

Name:
Title:

Olga Gonzalez
Olga Gonzalez,
Mayor-Commissioner

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

Name:
Title:

C. Jack Adkins
C. Jack Adkins
Director of Transportation Development

Approved as to form and legality.

Olga Sanchez
City Attorney

10-25-2021
Date

Legal Review:

DocuSigned by:

Daniel McDermott

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 437472-2-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Kissimmee (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This project consists of the design of safety improvements and to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). Total project length is approximately 1.452 miles. Project scope is based on alternative number 1 from the corridor study that was previously performed.

Design includes reconfiguration of existing typical section to accommodate bike lanes along Emmett Street, while Broadway will include sharrows, and Main Street travel lanes widths will be reduced to increase existing bike lane widths. Bike lanes are to be included in the design along Emmett Street and Main Street. Electric vehicle charging stations shall be included anywhere along the corridor where feasible. The addition of a north westbound left turn lane at Broadway and Neptune Road is also to be included in the design. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of some medians. On-street parking along Broadway is to remain. Access management is to remain unchanged. Tabled intersections (with contrasting pavement type) are proposed at the following intersections:

- Emmett Street and Dillingham Avenue
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street
- Main Street and Magnolia Street

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and will require reconfiguration of the parking lot and circulation route. Replacement of mast arms at the intersection of Neptune Road and Broadway is anticipated. Signal retiming for all traffic signals within the project limits is to be included. Design will include pedestrian signal and detectors at some intersections. When applicable, rapid flashing beacons shall be installed at intersections throughout the corridor to increase pedestrian safety.

Crosswalks are anticipated at intersections along the corridor. Additional lighting is proposed along the project limits.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- West Darlington Avenue from Broadway to Stewart Avenue
- East Darlington Avenue from Broadway to Pleasant Street

Design improvements include milling and resurfacing side streets to reduce lane widths. The side streets have existing on-street parking areas that are to be reconstructed with roadway pavers and 8-inch ribbon curb to designate parking locations. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated in some locations where feasible. Signage and striping to be included in the design as well.

One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway shall be designed to match the intersection of Main Street and US 192. A vertical gateway with black ironwork and mirroring the current signage located in Downtown Kissimmee shall be designed to distinguish the Historic Downtown area.

The City shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) checklist. The City shall not be responsible for filling out the checklist. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE checklist shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

All pedestrian improvements are to meet ADA criteria. The design services shall include survey, subsurface utility exploration, and geotechnical work. Utility and transit coordination will be required. Coordination for permitting with the Water Management District and Army Corps of Engineers will be anticipated. Right of way acquisition is anticipated and will require surveying and mapping efforts during design.

The following items are not eligible for federal reimbursement:

- Electric vehicles charging stations
 - Vertical gateway feature
 - Proposed improvements on the side streets that are not on the federal aid system (West Sproule Avenue, Dakin Avenue, West Darlington Avenue, and East Darlington Avenue)
- These items will have to be locally funded and shall be broken out accordingly.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a specific transportation project.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 30% Plans Submittal to be completed by May 31, 2022.
- b) 60% Plans Submittal to be completed by September 5, 2022.
- c) 90% Plans Submittal to be completed by December 6, 2022.
- d) Final Plans Submittal to be completed by February 1, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Post design services will not be reimbursed.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	FINANCIAL PROJECT NUMBER: 437472-2-38-01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2021-2022 (LAP)	\$ <u>1,530,512.00</u>	\$ <u>100,512.00</u>	\$ <u>0.00</u>	\$ <u>1,430,000.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 1,530,512.00	\$ 100,512.00	\$ 0.00	\$ 1,430,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,530,512.00	\$ 100,512.00	\$ 0.00	\$ 1,430,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis

District Grant Manager Name

DocuSigned by:

Precious Lewis

1/10/2022 | 9:25 AM EST

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 Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$1,430,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40L
PROGRAM MANAGEMENT
OGC – 10/18
Page 1 of 1**EXHIBIT “L”****LANDSCAPE MAINTENANCE**

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called “Project Standards.” Specifically, the Recipient agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
OGC – 09/18
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EXHIBIT “M”
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40N
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Page 1 of 2**EXHIBIT "N"****TRAFFIC SIGNAL MAINTENANCE**

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

To: Allison.Godwin@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2473

12/29/2021

CONTRACT INFORMATION

Contract:	G2473
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	KISSIMMEE, CITY OF
Vendor ID:	F596000348006
Beginning Date of This Agreement:	01/04/2022
Ending Date of This Agreement:	06/30/2023
Contract Total/Budgetary Ceiling:	ct = \$1,430,000.00
Description:	Connect Kissimmee Complete Streets

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/29/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55053010541
Expansion Option:	AY
Object Code:	780000
Amount:	\$1,430,000.00
Financial Project:	43747223801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088849/22
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$1,430,000.00

Certificate Of Completion

Envelope Id: E8488F9236F3460F8A2834190A337DED

Status: Completed

Subject: Please DocuSign: Partially - Executed 437472-2-38-01 CONNECT KISSIMMEE COMPLETE STREETS.pdf

Contract Number (ex. C9A12, optional): G2473

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 437472-2-38-01

Office (contact Procurement if add is needed):

Local Programs

Source Envelope:

Document Pages: 30

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Allison Godwin

AutoNav: Enabled

605 Suwannee Street

Enveloped Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

allison.godwin@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Allison Godwin

Location: DocuSign

1/6/2022 3:05:06 PM

allison.godwin@dot.state.fl.us

Signer Events

Precious Lewis

precious.lewis@dot.state.fl.us

District Local Program Administrator

Florida Department of Transportation

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Precious Lewis

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Timestamp

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Signature Adoption: Pre-selected Style

Using IP Address: 156.75.180.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Daniel McDermott

Daniel.McDermott@dot.state.fl.us

Senior Attorney

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Daniel McDermott

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Signed: 1/10/2022 10:45:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

C. Jack Adkins

jack.adkins@dot.state.fl.us

Director of Transportation Development

FDOT

Security Level: Email, Account Authentication
(None)

DocuSigned by:

C. Jack Adkins

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Signed: 1/10/2022 11:44:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/10/2022 9:25:45 AM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/10/2022 9:25:46 AM Viewed: 1/10/2022 9:30:41 AM
Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious L. Lewis Precious.Lewis@dot.state.fl.us Kristen Webb Kristen.Webb@dot.state.fl.us Lorien Wise Lorien.Wise@dot.state.fl.us Rachel Sarno Rachel.sarno@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/10/2022 11:44:48 AM Resent: 1/10/2022 11:44:54 AM Viewed: 3/2/2022 2:18:25 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/6/2022 3:09:27 PM
Certified Delivered	Security Checked	1/10/2022 11:44:33 AM
Signing Complete	Security Checked	1/10/2022 11:44:45 AM
Completed	Security Checked	1/10/2022 11:44:49 AM
Payment Events	Status	Timestamps

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 1 FOR THE CONNECT KISSIMMEE COMPLETE STREETS PROJECT– FPN: 437472-2-38-01

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

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Connect Kissimmee Complete Streets Project,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement #1 for the aforementioned project, FPN: 437472-2-38-01.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement #1 for the aforementioned project, FPN: 437472-2-38-01

DONE AND RESOLVED this _____ day of _____, 2021.

This Resolution shall take effect immediately upon its passage.

Dated this _____ day of _____, 2021.

ATTEST:

Mayor-Commissioner

City Clerk

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D521 065 B

CONTRACT NO.

G2473

FEDERAL AWARD DATE

12/20/2021; 2/25/2022

FPN

437472-2-38-01

RECIPIENT UNIQUE ENTITY ID SAM NO.

Recipient, the City of Kissimmee and the State of Florida, Department of Transportation, desires to supplement the original Agreement entered into and executed on January 10, 2022 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Connect Kissimmee Complete Streets Length ~1.452 miles

Termini John Young Parkway (US 17/92) to Vine Street (US 192)

Description of Work:

This project consists of the design of safety improvements and to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). Total project length is approximately 1.452 miles. Project scope is based on alternative number 1 from the corridor study that was previously performed.

Design includes reconfiguration of existing typical section to accommodate bike lanes along Emmett Street, while Broadway will include sharrows, and Main Street travel lanes widths will be reduced to increase existing bike lane widths. Bike lanes are to be included in the design along Emmett Street and Main Street. Electric vehicle charging stations shall be included anywhere along the corridor where feasible. The addition of a north westbound left turn lane at Broadway and Neptune Road is also to be included in the design. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of some medians. On-street parking along Broadway is to remain. Access management is to remain unchanged. Tabled intersections (with contrasting pavement type) are proposed at the following intersections:

- Emmett Street and Dillingham Avenue
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street
- Main Street and Magnolia Street

LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and will require reconfiguration of the parking lot and circulation route. Replacement of mast arms at the intersection of Neptune Road and Broadway is anticipated. Signal retiming for all traffic signals within the project limits is to be included. Design will include pedestrian signal and detectors at some intersections. When applicable, rapid flashing beacons shall be installed at intersections throughout the corridor to increase pedestrian safety. Crosswalks are anticipated at intersections along the corridor. Additional lighting is proposed along the project limits.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- West Darlington Avenue from Broadway to Stewart Avenue
- East Darlington Avenue from Broadway to Pleasant Street

Design improvements include milling and resurfacing side streets to reduce lane widths. The side streets have existing on-street parking areas that are to be reconstructed with roadway pavers and 8-inch ribbon curb to designate parking locations. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated in some locations where feasible. Signage and striping to be included in the design as well.

One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway shall be designed to match the intersection of Main Street and US 192. A vertical gateway with black ironwork and mirroring the current signage located in Downtown Kissimmee shall be designed to distinguish the Historic Downtown area.

The City shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) checklist. The City shall not be responsible for filling out the checklist. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE checklist shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

All pedestrian improvements are to meet ADA criteria. The design services shall include survey, subsurface utility exploration, and geotechnical work. Utility and transit coordination will be required. Coordination for permitting with the Water Management District and Army Corps of Engineers will be anticipated. Right of way acquisition is anticipated and will require surveying and mapping efforts during design.

The following items are not eligible for federal reimbursement:

- Electric vehicles charging stations
 - Vertical gateway feature
 - Proposed improvements on the side streets that are not on the federal aid system (West Sproule Avenue, Dakin Avenue, West Darlington Avenue, and East Darlington Avenue)
- These items will have to be locally funded and shall be broken out accordingly.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Financial Assistance for Design that includes the authorized and encumbered Federal funding and the Local funding contribution for the project shall be an amount equal to the Recipient's consultant contract award amount of **\$1,860,211.00**. Federal funding is being increased by **\$206,514.00**, which is the difference between the previous federal funding of **\$1,430,000.00** and the federal-aid eligible portion of the consultant contract award of **\$1,636,514.00**. Local Funds will be increased by **\$123,185.00** which is the difference between the federal-aid ineligible portion of the consultant contract award of **\$223,697.00** and the previous Local funding of **\$100,512.00**.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

2. Revisions to the federal and local funding attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page intentionally left blank.

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741-5054

FINANCIAL PROJECT NUMBER:

437472-2-38-01

PHASE OF WORK By Fiscal Year		FUNDING					
		(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: 2021-2022 (LAP) FY: 2021-2022 (LAP) FY: (Insert Program Name)	Total Design Cost	\$1,430,000.00 \$100,512.00 _____ _____ \$1,530,512.00	\$206,514.00 \$123,185.00 _____ _____ \$329,699.00	\$1,636,514.00 \$223,697.00 _____ _____ \$1,860,211.00	\$0.00 \$223,697.00 _____ _____ \$223,697.00	\$0.00 \$0.00 _____ _____ \$ 0.00	\$1,636,514.00 \$0.00 _____ _____ \$1,636,514.00
	Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00
	Construction FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00
	Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00	_____ _____ _____ \$ 0.00
	Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL COST OF THE PROJECT	\$1,530,512.00	\$329,699.00	\$1,860,211.00	\$223,697.00	\$ 0.00	\$1,636,514.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

Page 5 of 5

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Mike Steigerwald

Title: City Manager

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: _____

Legal Review:

Legal Review:

City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$1,636,514.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrc.gov/>

ITEM 7.G

Agreement with AECOM for Design Services for the Connect Kissimmee Complete Streets Project

Request

Approval to enter into an agreement with AECOM for design services for the Connect Kissimmee Complete Streets Project (FPN: 437472-2-38-01) in the amount of \$1,860,210.81. Funding for this project will be provided by the Florida Department of Transportation and the City of Kissimmee.

Explanation

On July 20, 2021, the Commission authorized staff to negotiate a design services agreement with AECOM following solicitation of professional services via RFP 2021-002.

This project consists of the design of improvements to provide safety and efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). The total project length is approximately 1.452 miles. The project scope is based on Alternative Number No.1 from the 2017 corridor study.

The design improvements will include milling and resurfacing along with the reconfiguration of the existing typical section to accommodate new bike lanes along Emmett Street, shared bike lanes (sharrows) along Broadway, and increased width of the existing bike lanes along Main Street. A roundabout is proposed at the intersection of Emmett Street/Stewart Avenue/Ruby Avenue. The roundabout will require the reconfiguration of the Kissimmee Police Station parking lot.

Additional lighting is proposed along the corridor within the project limits. There will also be design improvements to side streets on the north side of Broadway which will include reduction of lane widths, reconstructed on-street parking with brick roadway pavers and 8-inch ribbon curb to designate parking locations, similar to the side streets on the south side of Broadway. One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway will be designed to match the intersection of Main Street and Vine (US 192). A vertical gateway with black ironwork and mirroring the current signage located in downtown Kissimmee will be designed to distinguish the Historic Downtown area.

FDOT has programmed \$1,860,210.81 for the design of the Connect Kissimmee Complete Streets project. This amount includes items for reimbursement totaling \$1,636,514.88 and items not eligible in the amount of \$223,697 found to be essential to complete the project. All ineligible items will be funded by the City through the Downtown CRA fund (subsequent agenda item).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656 506393	TBD	Increase	1,860,211	1,636,514
15100334 334490		Increase	1,636,514	
10610506 506393	TBD	Decrease	1,860,211	223,697

Financial Summary:

Through the City's participation in Metroplan Orlando, the City has been able to secure funding from the FDOT by means of a Local Agency Program (LAP) agreement (FPN 437472-2-38-01) in the amount of \$1,636,514 and the City of Kissimmee Downtown CRA fund in the amount of \$223,697 for the design of the Connect Kissimmee Complete Streets Project.

Recommendation

Staff recommends the City Commission approval of the attached agreement with AECOM for design services of the Connect Kissimmee Complete Streets Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Design Agreement Package with AECOM

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
AECOM
FOR CONNECT KISSIMMEE PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY” and hereinafter “CONSULTANT”.

WITNESSETH:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to the City of Kissimmee for the performance of Engineering complete street and safety improvements for efficient operations for all modes of transportation within the downtown Kissimmee area as needed for effectuating the CONNECT KISSIMMEE PROJECT; and

WHEREAS, CITY has requested qualifications pursuant to RFQ2021 - 002 and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

ARTICLE 1. CONSULTANT’S SERVICES.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services & Project Description, attached hereto and incorporated herein as Exhibit “A”. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto. Consultant will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

1.2 The CONSULTANT's services shall be performed as expeditiously as possible while exhibiting the professional skill and care, and the orderly progress defined in the Scope

of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval by authorities having jurisdiction.

1.3 Conduct meetings with CITY staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work product and data developed for assigned projects or tasks to CITY OF KISS IMMEE staff in electronic format for the CITY's use and public review, as requested.

ARTICLE 2. SCHEDULE.

Services shall be provided in accordance with the attached Request for Qualifications. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a project schedule to include anticipated timelines for key project elements and target deadlines for deliverables in accordance with the Scope of Services in Exhibit "A".

The anticipated schedule for contract duration of 437 days with the Contract end date of June 16, 2023 is as follows:

Begin Design (or NTP to Executed Design Firm Contract)	04/05/2022
30% Plans Submittal (including reviews)	09/01/2022
60% Plans Submittal (including reviews)	12/01/2022
90% Plans Submittal (including reviews)	03/01/2023
Final Plans Invoice Submittal	06/16/2023

ARTICLE 3. CITY'S RESPONSIBILITIES.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT's contact, hereinafter referred to as "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents

submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to this individual.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the CITY and of use to the CONSULTANT in performing the Scope of Services.

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 With prior review and approval by the Florida Department of Transportation ("FDOT"), The CITY shall give prompt written notice to the CONSULTANT if CITY determines to amend Services, which are to be completed by the CONSULTANT. If such changes increase, (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of such modifications. If CITY and CONSULTANT approve any changes, the task authorization/work order shall be modified to reflect those changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS.

4.1 The documents prepared by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT service for use solely with respect to this Agreement and, unless otherwise provided, CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights. Any modification, reuse or use of incomplete work product produced under the Agreement shall be without liability to Consultant.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of CITY provided payment of applicable fees for their production has been made to CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use

in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

4.3 The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 5. TERMINATION.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination, CONSULTANT may recover from CITY payment for all work completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or it fails to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from CITY all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either CITY or CONSULTANT may terminate this agreement for convenience by providing sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination.

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.1 Venue. CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of all attorney's fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing signed by that Party or a duly authorized agent of that Party who is empowered by a written authority signed by that Party. The Waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or CONSULTANT.

6.5 Conflict of Interest.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent,

and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein above, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, if required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnification. CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

“To the extent provided by law, CONSULTANT shall indemnify, defend and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's or CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the CITY for the negligent acts or omissions of the CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

Article 7. PAYMENTS AND BASIS OF COMPENSATION.

7.1 Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B".

Lump Sum Method:

1. A negotiated fixed fee for specific tasks or projects. Task authorizations shall be negotiated jointly between CITY and CONSULTANT, as authorized in writing in a Letter of Authorization issued by 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.

2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

7.2 Payment for CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is approved for payment by CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from the date of the invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 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.

7.5 Reimbursable expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and subcontractors as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by CITY, expenses related to travel, including mileage, airfare, and rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with CONSULTANT engaging services for

specialized studies and data collection, if required and approved by CITY in advance, to complete the Scope of Services.

7.6 CONSULTANT's ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to CITY or City's Representative at mutually convenient times.

ARTICLE 8. NOTICES.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Willis	Dustin Perkins
City Engineer	Project Manager
City of Kissimmee Public Works and Engineering Department	AECOM
101 Church Street	150 N. Orange Ave., Ste. 200
Kissimmee, Florida 34741	Orlando, FL 32801

ARTICLE 9. INSURANCE REQUIREMENTS.

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY along with the Florida Department of Transportation as an Additional Insured on the Commercial General Liability policy/ies procured above. There are not to be any special limitations on the protection being provided to the CITY and/or Department of Transportation, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 CONSULTANT shall furnish CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be submitted annually each year this Agreement is in effect.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 CONSULTANT agrees to hold harmless and indemnify the CITY and the FDOT from and against liability arising out of the CONSULTANT's negligent performance the Work. It is specifically understood and agreed that in no case shall CONSULTANT be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more

than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.9 CONSULTANT shall be responsible for their subconsultants and their insurance coverage. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with CONSULTANT's requirements.

ARTICLE 10. REQUIRED PROVISIONS AND FORMS.

10.1 In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in this section.

10.2 Public Entity Crimes Statement (287.133, Florida Statutes). As required by Section 287.133, Florida Statutes, CONSULTANT warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.3 Notifications of Performance Evaluation. At the end of the contract, the CITY will evaluate the CONSULTANT's performance within 30 days of final acceptance, which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.

10.4 Records Retention and Access to Records. At the conclusion of final payment to CONSULTANT, the work products shall become the sole property of the City of Kissimmee, which shall be retained for five (5) years from final payment.

10.5 Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.

10.6 Contract Forms. The following contract forms contained in Attachment "A of the RFQ", and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Drug Free Workplace Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Requirement 4 – Form 375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- Conflict of Interest Certification (FDOT Form 375-030-50)
- Terms for Federal Aid Contracts (Appendix-Form 375-040-84)
- Truth in Negotiation Form (FDOT Form 375-030-30)

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor- Commissioner

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

CONSULTANT:

Signature

Printed Name

Title: _____

Date: _____

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022 by _____, as _____, who is personally known to me or has produced _____ as identification.

Notary Public

(Print, Type or Stamp Name)

My Commission Expires: _____

**Exhibit “A” SCOPE OF
SERVICES**

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES CONNECT KISSIMMEE COMPLETE STREETS

This Exhibit forms an integral part of the agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: TBD

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

Consultant's decision to decline any Task Order for Additional Services shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require signatures from both Parties.

1 PROJECT PURPOSE

This scope of services is prepared for the purpose of providing the City of Kissimmee (the "CITY" hereafter) pre-qualified consulting engineering firm ("CONSULTANT" hereafter) services to design and prepare a complete set of construction contract documents and incidental engineering services, as necessary, for improvements associated with the Connect Kissimmee Corridor Study. This project will be coordinated with local and regional agency partners including the Florida Department of Transportation (FDOT) and Metroplan Orlando (MPO) to provide better pedestrian, bicycle, and transit connectivity, reduce vehicle speeds and cut-through traffic, enhance the sense of place and enhance accessibility to businesses using methods that are appropriate for the changing contexts throughout the corridor.

A "Complete Streets" approach shall be used to provide potential solutions that establish a pedestrian oriented, urban environment using a context-sensitive approach that considers local land development patterns and built form. Therefore, incorporating design methods that require streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation:

- ☐ Cyclists
- ☐ Pedestrians
- ☐ Transit riders
- ☐ Motorists
- ☐ Freight handlers

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAP Manual, procedures and requirements. These Contract documents will be used by the contractor to build the project. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not to be funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

This project consists of improvements to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are on Emmett Street from John Young Pkwy to Stewart/Ruby Ave, Broadway from Stewart/Ruby Ave to Neptune Rd, and Main Street from Neptune Rd to Vine Street (US 192). Total project length is approximately 1.46 miles. Project limits are based on the selected alternative from the Connect Kissimmee Corridor Study and the 2020 Downtown Kissimmee CRA Master Redevelopment Plan Update that were previously performed. This project includes a SIS (Strategic Intermodal System) connector along Main Street from US 192 to Dakin Avenue; for this portion of the project, all applicable SIS criteria will need to be followed as described in the FDM unless otherwise approved by the FDOT District Design Engineer.

Design includes reconfiguration of the existing typical sections to accommodate bike lanes along Emmett Street and Main Street. Main Street travel lanes widths will be reduced to increase existing bike lane widths and have stamped asphalt at the intersection with Cherry Street. The outside lanes of Broadway are to have sharrows and the appropriate pavement markings as shown in the Corridor Development Plan Study. Electronic vehicle charging stations shall be included where feasible. A northbound to westbound left-turn lane at Broadway and Neptune Road is to be designed. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of selected medians.

On-street parking on Broadway is to remain. Access management is to remain unchanged. Tabled intersections including brick pavers are proposed at the following intersections:

- Emmett Street and Dillingham
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street
- Main Street and Magnolia Street

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and require reconfiguration of the parking lot and circulation. Signal retiming for all traffic signals within the project limits is included. Rectangular rapid flashing beacons (RRFB) shall be installed at selected intersections to increase pedestrian safety with approval from FHWA. Pedestrian hybrid beacons (PHB) are anticipated at the roundabout. Additional lighting is proposed along the project limits. Other improvements include wayfinding signage, ADA compliant curb ramps, detectable warning devices, and drainage improvements.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- East Darlington Avenue from Broadway to Pleasant Street
- West Darlington Avenue from Broadway to Church Street

Design improvements include milling and resurfacing side streets. The side streets' on-street parking areas are to be reconstructed with roadway pavers and 8" ribbon curb. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated where feasible.

Design intent documents shall be developed for a gateway feature sign to be located at the intersection of Emmett St. and John Young Parkway. The design intent documents shall provide sufficient detail for the Contractor's fabricator to develop the associated design and shop drawings for review by the CITY and their representatives. Note that Design Intent Documents will not be signed and sealed.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Public Involvement:

CAP Level: 2

Joint Project Agreements: N/A

Specification Package Preparation: Nominal Effort

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1" = 100' Horiz., 1" = 10' Vert.

Project Layout: 1" = 500'

Roadway Plans: 1" = 40'

Side street Plans: 1" = 40'

Profiles: Mainline 1" = 40' Horiz., 1" = 4' Vert.

Side street 1" = 40' Horiz., 1" = 4' Vert.

Curb Return 1" = 20' Horiz., 1" = 2' Vert.

Cross Sections: Mainline 1" = 40' Horiz., 1" = 10' Vert.

Side street 1" = 40' Horiz., 1" = 10' Vert.

Cross Section Pattern Sheet: 1" = 500'

Typical Section:

Number of Typical Sections: 7 total – 1 for Roundabout, 1 for Emmett St, 1 for Broadway, 1 for Main St, 1 for Ruby Ave, 1 for N. Stewart Ave, and 1 for the following Side streets (not FDOT funded): W. Monument Ave, W. Sproule Ave, W. Dakin Ave, W. Darlington Ave and E. Darlington Ave (only 1 needed as these side streets have the same features).

Pavement Designs:

Number of Pavement Designs: 3 total - 1 for mill & resurface Emmett St, Broadway, and Main St, 1 for new construction of roundabout approaches, and 1 for mill & resurface side streets (not FDOT funded).

Pavement Type Selection Report:

N/A Cross-Slope Correction: N/A

Access Management Classification: N/A (not on SHS)

Context Classification: C5 – Urban Center

Major Intersections: Stewart/Ruby Avenue and Neptune Road

Level of Temporary Traffic Control Plan (TTCP):

Level II – work zones, lane closures, vehicular detours, ped detours

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: Included

Design Variations: N/A

Design Exceptions: N/A

Selective Clearing and Grubbing: N/A

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Drainage System Type: Closed storm drain system, bioswales

Number of stormwater management facility sites: 3 (Bioswales)

Number of cross drains: N/A

2.3 UTILITIES COORDINATION (ACTIVITY 7)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance with the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any CITY/FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the CITY/FDOT that all Utility Work Schedules are correct and in accordance with the CITY/FDOT standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

Expected Utilities:

- A T & T/ Distribution
- Charter/Spectrum Communications
- City of Kissimmee
- Kissimmee Utility Authority - KUA
- Lumen - CenturyLink
- Lumen - Level 3
- Verizon Business - MCI
- Osceola County Traffic
- Reflex Traffic Systems Inc
- Sprint

- Summit Broadband
- Toho Water Authority
- Uniti Fiber
- Zayo Group / fka Lightwave

2.2 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The CONSULTANT shall notify the City's Project Manager, in advance of all scheduled meetings with the regulatory agencies to allow a City representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required. The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include, but should not be limited to, the review of available federal, state, and local permit files and databases; and local government information including county and property appraiser data.

Expected Permits and Approvals:

- SFWMD ERP
- FDEP Individual Permit

Wetland impacts not anticipated. The CITY will provide compensatory wetland mitigation in accordance with Section 373.4137, Florida Statutes if determined necessary.

2.4 STRUCTURES (ACTIVITIES 9 - 18)

Miscellaneous Structures:

- Mast Arms – 4 pedestrian hybrid beacons at the roundabout; includes data table and special details
- Gateway Sign – preliminary design of pylon and foundation (not FDOT funded)
- Other Structures – 1 CCTV pole; includes foundation/anchor bolt design and details

2.5 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Roadway Signing and Pavement Marking: 1.321 miles of mainline, 0.192 miles of side streets; 0.191 miles of side streets (not FDOT funded); three (3) signalized intersections; rectangular rapid flashing beacons (RRFB) at selected intersections; pavement marking at the roundabout, police station parking lot, and 11 tabled intersections.

The project includes a gateway sign feature. The CONSULTANT shall prepare design intent documents detailing the requirements for the gateway sign. The Contractor shall work with the fabricator on the design and associated shop drawings for:

- ❑ one (1) overhead gateway sign type, qty 1 sign (not FDOT funded)
- ❑ one (1) vehicular wayfinding sign type
- ❑ one (1) medium pedestrian sign type
- ❑ one (1) small pedestrian sign type

2.2 SIGNALIZATION (ACTIVITIES 21 & 22)

Pedestrian Hybrid Beacons (PHBs) at roundabout approaches. Signal retiming for all traffic signals.

2.6 LIGHTING (ACTIVITIES 23 & 24)

Limits and Proposed Type of Lighting: Lighting along 1.46-mile length of project; Intersection Roundabout lighting; and Gateway sign lighting (not FDOT funded).

2.7 LANDSCAPE (ACTIVITIES 25 & 26)

Planting Plans: Medians, bioswales, back of sidewalk, street trees.

Irrigation Plans: New landscaping and connections/modifications to existing systems (side streets are not FDOT funded).

Hardscape Plans: Hardscape may include sidewalk paving, brick accent banding, roundabouts, non-organic materials for bioswales, tree grates and special crosswalks. Hardscaping for side streets is not FDOT funded.

Outdoor Advertising: N/A

2.8 SURVEY (ACTIVITY 27)

Horizontal Project Control (HPC): Establish Project Horizontal Control using the FPRN in NAD83/2011 along the main corridor (W Emmett Street, Broadway and Main Street).

Vertical PC / Bench Run: Establish Project Vertical Control on HPC in NAVD 1988.

Establish alignment and Existing R/W Lines.

Topography/DTM (3D): Provide full topographic/DTM survey within the existing r/w along the mainline corridor and side streets. Includes a portion of the parking lot adjacent to the roundabout. Along side streets DTM/Topographics will extend 10' past the existing r/w at driveways and to the radius return on intersecting side streets. See concept plans for limits. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Roadway Cross-Sections/Profiles: Perform check Cross Sections using total station to verify DTM. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Underground Utilities: Provide a bank of 150 (135 FDOT Funded, 15 Non-FDOT Funded) Quality Level A Locates (Test Holes) as directed by the EOR. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Drainage Survey: Locate drainage structures along main corridor and side streets. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Geotechnical Support: Survey final x,y,z location of completed Geotech borings.

Sectional / Grant Survey: Locate section corners as required to establish the existing corridor and side street baselines and rights of ways.

Subdivision Location: Locate and close out subdivision blocks necessary to establish the existing corridor and side street baselines and rights of ways.

Miscellaneous Surveys (Vegetation and Tree Surveys): Identify general type and diameter of trees along the mainline median.

2.9 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.10 MAPPING (ACTIVITY 29)

Project Network Control sheet: From John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor.

Provide a signed and sealed Topographic Survey for the project.

2.11 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.12 ARCHITECTURE (ACTIVITY 31) – N/A

2.13 NOISE BARRIERS (ACTIVITY 32) – N/A

2.14 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) The CONSULTANT shall design up to (5) new EV charging stations (Not FDOT funded)

2.15 GEOTECHNICAL (ACTIVITY 35)

Roadway Soil Survey

LBR/Resilient Modulus Sampling and Testing

Mainline Pavement Condition Survey and Pavement Evaluation Report

Side Streets Pavement Condition Survey and Pavement Evaluation Report
(not FDOT funded)

Mast Arms Supporting Pedestrian Hybrid Beacon Foundations

Gateway Feature Foundations (not FDOT funded)

Limited Contamination Screening Evaluation Report (CSER)

2.16 3D MODELING (ACTIVITY 36) – N/A

2.17 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY

Production Date. The schedule shall be based upon the RFQ 2021-002. The current production date is TBD. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a maximum 3-week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

Periodically, throughout the life of the contract, the project schedule, payout, and fiscal progress curves shall be reviewed and, with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.18 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.19 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- Americans with Disabilities Act (ADA) Standards for Accessible Design
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- FDOT Public Involvement Handbook
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation

Manual Roadway:

- FDOT Design Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- AASHTO - Roadside Design Guide
- FDOT - Florida Roundabout Guide

- FHWA - National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT - Florida Intersection Design Guide Permits:
- Chapter 373, F.S. - Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Florida Department of Environmental Protection Rules
- SFWMD SWERP (Volume I) ERP Applicant Handbook
- SFWMD SWERP (Volume II) ERP Applicant Handbook
- SFWMD Environmental Resource Permit Information

Manual Drainage:

- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Design Handbook
- Osceola County Land Development

Code Survey and Mapping:

- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapters 177 and 472, F.S.
- Florida Department of Transportation Surveying

Handbook Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical

Code Structures:

- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims
- FDOT Structures Manual
- FDOT Design Manual
- FDOT Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction

- FDOT Structures Detailing Manual
- Soils and Foundation

Handbook Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.20 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans or completion of quantities, the CONSULTANT shall develop a conceptual estimate. Once the quantities have been developed (beginning at 30% plans and no later than 60% plans) the CONSULTANT shall be responsible for providing updated Cost Estimates for each subsequent design submittal. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required.

Technical Special Provisions: No Technical Special Provisions are expected; however, if Technical Special Provisions are required, they will be considered an optional service. The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the CITY for initial review at the time of the 60% plans review submission. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the FDOT Handbook for Preparation of Specification Packages. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

Field Reviews: The CONSULTANT shall make up to 23 trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend up to 67 technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, progress review meetings (phase review), and miscellaneous meetings.

Plans Review: Will be performed by the CITY and FDOT at the 30%, 60%, and 100% completion level. Plans review is anticipated to follow the FDOT Electronic Review Comments (ERC) process. Four (4) sets as well as a PDF of plans, specifications, cost estimate, and quantity computations will be submitted to the CITY and FDOT. Consultant shall submit responses to comments within the ERC system prior to submittal of Final Plans.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible

Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 PUBLIC INVOLVEMENT

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents (e.g., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least 10 business days prior to printing and / or distribution.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the CITY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration and will identify community leaders and events, interest groups, demographics, surrounding neighborhoods and elected and appointed officials. The CAP will also identify a Community Advisory Group (CAG) who will be informed through the life of the project. In addition to the benefits of advance notification, the process should allow the CITY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the CITY throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the CITY in English and Spanish. All letters and notices shall be reviewed by the CITY to ensure that they are addressed to the correct and current public officials.

3.1.3 Preparing Mailing Lists

At the beginning of the project, the CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) and any interested parties that were identified in the previous Planning study. The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

3.1.4 Median Modification Letters – N/A

3.1.5 Driveway Modification Letters – N/A

3.1.6 Newsletters

As part of the project outreach, the CONSULTANT shall prepare one (1) public involvement survey for business owners along the corridor and one (1) notification, in the form of door hangers, for distribution to property owners and tenants in the project area. The intent of the door hangers is to introduce the project and direct residents to the project website for additional information. The notifications will be distributed by the CONSULTANT and be published in English and Spanish.

3.1.7 Renderings and Flythroughs

The CONSULTANT shall prepare up to 3 still renderings for use in public presentations.

3.1.8 Presentations

The CONSULTANT shall prepare audio/visual presentations for use in two (2) City Commission meetings and three (3) CAG meetings.

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare roll plots and graphic exhibits for use in two (2) public meetings, three (3) CAG meetings and 3 festival/walk-through events.

If an in-person public meeting/hearing is required, the CONSULTANT will hold the in-person public meeting/hearing at an appropriate location identified in the CAP. The CITY will pay all costs for meeting site rents and insurance as required.

3.1.10 Public Meeting/Hearing Attendance and Follow-up

The CONSULTANT shall attend two (2) public meeting(s), three (3) CAG meetings, two (2) City Commission Meetings and three (3) festival/transit walk-through events and will assist with meeting setup and take down. The CONSULTANT shall also conduct a survey of business and property owners within the project area. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be ten (10) meetings with business owners, EJ/Community Groups, local governing authorities and/or MPOs during the design.

3.1.12 Web Site

The CONSULTANT shall create and/or maintain a web site for the project, which will be presented in English and Spanish.

3.2 JOINT PROJECT AGREEMENTS – N/A

3.3 SPECIFICATIONS PACKAGE PREPARATION

The CONSULTANT shall prepare and provide a project specifications package in accordance with the CITY and FDOT procedures. The CONSULTANT shall be responsible for development of the Divisions II and III components of the project specification package and any Technical Special Provisions as necessary. The CITY shall be responsible for the development of the Division I component of the project specification package.

3.4 CONTRACT MAINTENANCE AND PROJECT DOCUMENTATION

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

3.5 VALUE ENGINEERING (MULTI-DISCIPLINE TEAM) REVIEW – N/A

3.6 PRIME CONSULTANT PROJECT MANAGER MEETINGS

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 PLANS UPDATE – N/A

3.8 POST-DESIGN SERVICES – N/A

Specific services will be negotiated as necessary as a contract amendment.

3.9 DIGITAL DELIVERY – N/A

3.10 RISK ASSESSMENT WORKSHOP – N/A

3.11 RAILROAD, TRANSIT AND/OR AIRPORT COORDINATION

The CONSULTANT shall coordinate with the Local Transit Authority (LYNX) to resolve current and future transit locations within the project corridor. All coordination with LYNX shall include applicable CITY personnel. One (1) meeting each with LYNX, SunRail and Kissimmee Gateway Airport are anticipated.

3.11.1 Aeronautical Evaluation

An FAA permit is needed per FAA Notice Criteria Tool.

3.12 LANDSCAPE AND EXISTING VEGETATION COORDINATION – N/A

3.13 OTHER PROJECT GENERAL TASKS – N/A

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: W. SPROULE AVE, W. DAKIN AVE, W. DARLINGTON AVE AND E. DARLINGTON AVE ARE NOT FDOT FUNDED

4.1 TYPICAL SECTION PACKAGE

The CONSULTANT shall provide an approved Typical Section Package prior to the 30% plans submittal.

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE

The CONSULTANT shall provide an approved Pavement Design Package prior to the 60% plans submittal.

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the CITY. Includes profile analysis for 2 side street roundabout approaches, 6 curb returns at roundabout approaches, and 11 tabled intersections.

4.6 ACCESS MANAGEMENT - N/A (to remain unchanged per RFQ)

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD Manual. Mainline @ 100 ft intervals; Side streets @ 50 ft intervals.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, signing and pavement markings, roadway pavement, drainage features, ditches, front slopes, back slopes, drop-offs within clear zone, and transit stops. Special consideration shall be given to temporary drainage when developing the construction phases; positive drainage must be maintained at all times.

Includes analysis for determining overall phasing concept, lane closure analysis, temporary bus stops, detours, quantities, TTCP cross sections, general notes, minor details, and typical sections. The Traffic Control Plan shall be prepared by a certified designer who has a current Advanced MOT training certificate. Before proceeding with the TTCP concept, the CONSULTANT shall meet with the appropriate CITY and FDOT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain the local authorities' permission for use of detour routes.

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing temporary lane configurations, lane shifts, work zone signing, pavement markings, traffic control devices, and pedestrian ways.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall prepare all applicable Roadway Design Reports containing design criteria, calculations, approved individual reports, and any miscellaneous project documentation applicable to roadway design.

4.16 QUANTITIES

The CONSULTANT shall develop accurate quantities, supporting documentation, and construction days when required. Includes developing quantities for tree protection barricades and trees to be removed.

4.17 COST ESTIMATE

The CONSULTANT shall prepare cost estimates for 30%, 60%, 100%, and Final (based on comments from final plan review).

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS

4.21 MONITOR EXISTING STRUCTURES

Includes visual field observations, identification of structures of concern, completing the quantity table, and travel time.

4.1 TECHNICAL MEETINGS

4.2 QUALITY ASSURANCE/QUALITY CONTROL

4.3 INDEPENDENT PEER REVIEW – N/A

4.4 SUPERVISION

4.5 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W. Sproule Avenue, W. Dakin Avenue, Darlington Avenue and E. Darlington Avenue are not FDOT funded.

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 TypicalSections

5.3.2 Typical SectionDetails

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT)

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW)– N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT)

5.15 SPECIAL DETAILS – N/A

- 5.16 CROSS-SECTION PATTERN SHEETS
- 5.17 ROADWAY SOIL SURVEY SHEETS
- 5.18 CROSS SECTIONS
- 5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS
- 5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS
- 5.22 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS
- 5.23 UTILITY ADJUSTMENT SHEETS
- 5.24 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A
- 5.25 TREE DISPOSITION PLAN SHEETS – N/A
- 5.26 PROJECT CONTROL SHEETS
- 5.27 ENVIRONMENTAL DETAIL SHEETS – N/A
- 5.28 UTILITY VERIFICATION SHEETS (SUE DATA)
- 5.29 QUALITY ASSURANCE/QUALITY CONTROL
- 5.30 SUPERVISION

6a DRAINAGE ANALYSIS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6a.1 Drainage Map Hydrology

Create a (pre- and post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps. Drainage maps to include several buildings' roof downspouts along the corridor, onsite and offsite drainage areas, BMPs, and bioswale locations.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report –

N/A 6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)

Three bioswales are anticipated around the proposed roundabout location; one to provide compensation for the impacts to the City of Kissimmee Police Department pond and 2 additional locations for roadway runoff treatment.

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

Spread evaluation for 43 existing structures assuming they will not be impacted by proposed improvements. Storm system layout revisions, inlets relocations, and upstream/downstream pipe evaluations for 9 structures that will be impacted within the round a bout footprint. Inlet relocation and evaluation at proposed tabled intersections, including 1 inlet top replacement at Main St/Vine St.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. The drainage report will include storm drain calculations for spread and pipes, RC channel design considerations, drainage basin curve number, and bioswale calculations. Existing permits and documents shall be used in the proposed design and plans preparation.

6a.14 Bridge Hydraulic Report – N/A 6a.15

Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Temporary drainage is to be evaluated along the corridor including the 12 proposed tabled intersections and roundabout. The majority of the temporary drainage evaluation effort is anticipated to be at the proposed roundabout based on the impacts to the existing police department pond and curb inlets.

6a.16 Cost Estimate

Coordination with Roadway to provide quantities to be included in the cost estimate.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis

Includes evaluation of the existing permits along the corridor in order to identify existing offsite storm systems, drainage patterns, and storm drain system evaluation.

6a.20 Other Drainage Analysis

RC channels are anticipated at the following tabled intersections: Broadway/Darlington Ave (not enough room to add drainage structure/ possible conflict with pedestrian crossing), Main St./Magnolia St and Main St. /Orange St (can be used to provide drainage for the depressed area created by the proposed tabled intersection and existing side street profile).

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A 6a.24

Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map

6b.2 Bridge Hydraulics Recommendation Sheets – N/A

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material – N/A

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets

RC channel is currently a developmental standard which will need to be detailed.

6b.7 Lateral Ditch Plan/Profile – N/A

6b.8 Lateral Ditch Cross Sections – N/A

6b.9 Retention/Detention Pond Detail Sheet(s)

Three bioswales are anticipated at the proposed roundabout. Each bioswale will require detail sheets including channel geometry, inflow pipe, outlet detail, and special filter design.

6b.10 Retention Pond Cross Sections – N/A

6b.11 Erosion Control Plan Sheets

6b.12 SWPPP Sheets

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 UTILITY KICKOFF MEETING

Before any contact with the UAO(s), the CONSULTANT shall meet with the CITY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with CITY procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 MAKE UTILITY CONTACTS

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices as required. Includes contact by

phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact: the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION - NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) - NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the CITY Project Manager, Environmental Permit Coordinator, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and

policies for all permits required as identified in Section 2.4.

8.1 PRELIMINARY PROJECT RESEARCH

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. Includes evaluation of the existing environmental permits, research of possible conservation easements, and field reviews to gather relevant project documentation.

The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include but should not be limited to review of available federal, state, and local permit files and databases; and local government information including City and property appraiser data. Determination of any Sovereign Submerged Lands is not included.

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Based on available data from the National Wetland Inventory and field verification, no wetlands were assumed within the project limits; however, coordination with survey will be needed to confirm these assumptions. Also includes verification of any other surface water within the project limits, coordination, and documentation preparation as needed.
- If applicable, determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87- 1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR- 10-20).

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

The CONSULTANT shall collect the data and information necessary to prepare the permit

applications and obtain the environmental permits required to construct the project as identified in the Project Description and as described in 8.4.1 and 8.4.2. The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the CITY prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the CITY, and be responsible for payment of all permit and public noticing fees.

8.4.1 Complete and Submit All Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (i.e., ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP. The application package may include but is not limited to attachments (e.g., project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the District Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained

.

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features – N/A

8.13.3 Wetland Impact Analysis

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION) – N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features – N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS

Includes using Mathcad to design 4 mast arms that will support pedestrian hybrid beacons at the roundabout; mast arms to include standard luminaires.

18.10 MAST ARMS DATA TABLE PLAN SHEETS

1 table for 4 mast arms with Pedestrian Hybrid Beacons.

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS

Develop special details for Pedestrian Hybrid Beacon mast arms and luminaires.

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS

Special pylon design with 2 cross sections for a gateway sign (one for upper column and 1 for lower column), pile foundation design, plan production and architectural details.

18.29 GATEWAY SIGN/PYLON CONNECTIONS

Bolted connection/end diaphragm design and special details.

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES

Includes 1 new CCTV pole foundation design, one anchor bolt design & plan production for a 30-foot height camera pole. Foundation and anchor bolts will be designed to support a steel pole that withstands 150 mph wind. Wind load and dead load of pole will be calculated by hand. This effort also includes necessary details for a non-standard pole height.

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall prepare conceptual design options for vehicular and pedestrian signs.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded)

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare two (2) conceptual design options for one (1) overhead gateway sign type, one (1) conceptual design option for one (1) vehicular wayfinding sign type, one (1) conceptual design option for one (1) medium pedestrian sign type, and one (1) conceptual design option for one (1) small pedestrian sign type based on the sign face layout provided by the City of Kissimmee on September 7, 2021.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall provide quantities for each of the three phase submittals.

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded)

The CONSULTANT shall provide a conceptual estimate for each of the three phase submittals (funded and non-funded).

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded)

The CONSULTANT shall hold a teleconference meeting with the CITY to present the design concepts and feedback. The meeting will be attended by up to two (2) AECOM staff for up to two (2) hours. The CITY will provide one (1) set of consolidated written comments and select the preferred concept within ten (10) business days of receipt.

19.13 QUALITY ASSURANCE/QUALITY CONTROL

The CONSULTANT shall perform internal QC of all deliverables prior to submittal.

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

The CONSULTANT shall oversee all design and consulting activities related to wayfinding and signage

19.16 COORDINATION

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall produce design intent documents for one (1) overhead gateway

sign type, two (2) pedestrian wayfinding sign types, and one (1) vehicular wayfinding sign type. The deliverable will include sign location plans, sign type fabrication drawings, sign face layouts, and technical performance specifications.

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

The CONSULTANT shall prepare a matrix of sign types, descriptions, and quantities for bidding (funded and non-funded).

20.4 GENERAL NOTES/PAY ITEM NOTES

The CONSULTANT shall prepare a general notes and graphic standards sheet.

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

The CONSULTANT shall prepare sign location plans by reviewing circulation, determining decision points, and recommending locations for signs.

20.7 TYPICAL DETAILS

The CONSULTANT shall prepare dimensioned fabrication details with materials and finishes to such a level to allow pricing during procurement.

20.8 GUIDE SIGN WORK SHEETS

The CONSULTANT shall prepare scaled and dimensioned sign face layouts for each unique sign face message.

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS

The CONSULTANT shall prepare technical performance specifications for wayfinding signage.

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: The signing on W. Sproule Ave, W. Dakin Ave, E. Darlington Avenue and W. Darlington Avenue is not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS

Review engineering report, typical section package, proposed geometric alignment and queue analysis.

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

19.8 COST ESTIMATE

The CONSULTANT shall provide a cost estimate for each of the three phase submittals.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED
SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall design the signing and pavement markings for the Roundabout, Police Station parking lot, and 11 tabled intersections.

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W, Sproule Avenue, W. Dakin Avenue, E. Darlington Ave and W. Darlington Avenue are not FDOT funded).

20.1 KEY SHEET

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES

20.5 PROJECT LAYOUT

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS

The CONSULTANT shall design 1 detail for the Rectangular Rapid Flashing Beacons.

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS

21.1 TRAFFIC DATA COLLECTION – N/A

21.2 TRAFFIC DATA ANALYSIS – N/A

21.3 SIGNAL WARRANT STUDY – N/A

21.4 SYSTEMS TIMINGS – N/A

21.5 REFERENCE AND MASTER SIGNALIZATION DESIGN FILE

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements. Broadway at Neptune Rd: Add signal head and determining detection zone for new left turn. For Broadway at Ruby Ave: Show removal of existing mast arm and adjustments to communications pull boxes.

21.5A Reference and Master Signalization Design File (Roundabout)

For Pedestrian Hybrid Beacons at Roundabout crosswalks (optional)

21.6 REFERENCE AND MASTER INTERCONNECT

COMMUNICATION DESIGN FILE

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements. Includes analysis of fiber optic interconnect design and layout of proposed interconnect conduit, pull boxes, splice boxes, etc. Analysis of existing interconnect to remain where impacted by sidewalk reconstruction.

21.7 OVERHEAD STREET NAME SIGN DESIGN – N/A

21.8 POLE ELEVATION ANALYSIS – N/A

21.9 TRAFFIC SIGNAL OPERATION REPORT – N/A

21.10 QUANTITIES

21.11 COST ESTIMATE

21.12 TECHNICAL SPECIAL PROVISIONS – N/A

21.13 OTHER SIGNALIZATION ANALYSIS

Includes general analysis and electrical/voltage drop analysis of CCTV at roundabout. Existing CCTV will be removed and replaced on new pole.

21.14 FIELD REVIEWS

21.15 TECHNICAL MEETINGS

21.16 QUALITY ASSURANCE/QUALITY CONTROL

21.17 INDEPENDENT PEER REVIEW – N/A

21.18 SUPERVISION

21.19 COORDINATION

22 SIGNALIZATION PLANS

22.1 KEY SHEET

22.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRNS*PORT) INPUT – N/A

22.3 TABULATION OF QUANTITIES

22.4 GENERAL NOTES/PAY ITEM NOTES

22.5 PLAN SHEET

22.6 INTERCONNECT PLANS

22.7 TRAFFIC MONITORING SITE – N/A

22.8 GUIDE SIGN WORKSHEET – N/A

22.9 SPECIAL DETAILS

Details for communications overview, splice diagram (assume splice into fiber interconnect just west of Stewart Ave and replace to just east of Neptune Rd), cabinet, cabinet wiring diagram, and pole installation.

22.10 SPECIAL SERVICE POINT DETAILS

Electrical service detail for the CCTV pole at the roundabout.

22.11 MAST ARM/MONOTUBE TABULATION SHEET

For addition of signal head at Broadway and Neptune.

22.12 STRAIN POLE SCHEDULE – N/A

22.13 TCP SIGNAL (TEMPORARY) – N/A

22.14 TEMPORARY DETECTION SHEET – N/A

22.15 UTILITY CONFLICT SHEET – N/A

22.16 INTERIM STANDARDS – N/A

22.17 QUALITY ASSURANCE/QUALITY CONTROL

22.18 SUPERVISION

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting/Electrical Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: The lighting for the gateway sign is not FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The report includes an LDAR in accordance with the requirements of the FDOT Design Manual. Also includes photometric analysis at the roundabout, in the median along Broadway between Ruby Ave/Stewart Ave and Neptune Rd., and the remaining corridor.

23.3 VOLTAGE DROP CALCULATIONS

KUA installs the secondary wires and sizes it for KUA owned lights. KUA also does not own nor maintain any streetlights that are on signal poles. Includes services for proposed irrigation controller(s) and voltage drop calculations for proposed Gateway sign lighting.

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements for lighting the roundabout and corridor lighting. Includes all work to create elements showing the alignment in plan view, design and layout of proposed light poles, conductors and conduit runs, load center locations, pull box, service points, electrical service feed, and landscape irrigation design for controller.

Also includes lighting for the Gateway Sign lighting infrastructure, all work to create elements showing the alignment in plan view, design and layout of proposed gateway sign lights, conductors and conduit runs, load center locations, pull box, service points, and electrical service feed.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

23.9 COST ESTIMATE

23.10 TECHNICAL SPECIAL PROVISIONS

Decorative fixtures to be defined by the City. Use of Technical Special Provisions (TSP) and Modified Special Provisions (MSP) for previous installations can be used. Assume aesthetic requirements for decorative lights for Gateway sign.

23.11 OTHER LIGHTING ANALYSIS (Gateway Sign not FDOT funded)

Preliminary FAA Notice Criteria tool requests that we file due to location of Kissimmee Gateway Airport. Efforts to coordinate with FAA for light poles, signal poles, CCTV poles, and Gateway Sign.

23.12 FIELD REVIEWS

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review.

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRANSPORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL

The CONSULTANT shall design the service point detail for Gateway sign.

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS

The CONSULTANT shall prepare the electrical riser diagram and one single line diagram for Gateway sign.

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

The CONSULTANT shall perform landscape analysis tasks to assess the existing conditions and the proposed improvements. Tasks include evaluation of existing trees and determination of any impacts by the proposed improvements. Where impacts are unavoidable, trees will be proposed for removal and depicted as such in the contract plans. Trees that are not impacted will be designated in the contract plans to be protected during construction. Tasks also include landscape, irrigation, and hardscape design, including side streets where they connect to the main project corridor, as well as design of landscape improvements for the proposed bioswales within the new roundabout area at W. Emmett St., Ruby Ave., and Broadway. Includes coordination with design

discipline leads such as roadway, drainage, utilities, signing, and lighting. Includes coordination with existing and/or proposed underground and overhead utilities including but not limited to lighting, drainage, force mains, potable water, and fiber optic cable. NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded)

25.1 DATA COLLECTION

All research required to collect data necessary to complete the initial design analysis. Includes identifying applicable local ordinances and collection of other project data, assembling design information. Collect data prepared by others, such as survey, topo, tree survey, overhead and underground utilities, as-built irrigation plans and/or record drawings of same, existing roadway inventory, signing and features along the sidewalks adjacent to right-of-way and businesses.

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions and proposed improvements. Perform inventory of existing conditions, proposed improvements, and analysis of opportunities for landscape, hardscape, and irrigation improvement. Analysis of drainage, roadway, signing, and pavement marking, and other design plans prepared by other disciplines.

25.3 PLANTING DESIGN

Planting design for medians, bioswales in the roundabout areas, rights-of-way back of sidewalk, street trees in sidewalks where feasible. Includes identifying the species/type, size, location, spacing, and quality of all plants. Tasks include development of landscape design enhancements for parking areas, curb bulb-outs and pedestrian crosswalks in the commercial district only.

25.4 IRRIGATION DESIGN

Feasibility Report: Includes analysis of existing conditions, available water and power sources, potential materials and application methods, review of existing and proposed utility adjustments, directional bores and sleeves associated with proposed irrigation system(s) design.

Design: Prepare irrigation design, materials list, and quantities for new landscaping, and

connections and modifications to existing systems where they occur within the project limits. Irrigation sleeves for side streets only; sleeves will be shown on plans to allow for future expansion of the irrigation system. Assumes City has existing irrigation along the project corridor for existing trees, palms, and landscaping. Record drawings and as-builts are assumed to be available from the city. Potable water source anticipated. Well and pump station design not included. Electrical design for irrigation controls system not included in this task.

25.5 HARDSCAPE DESIGN

Tasks include hardscape design for specialty sidewalk paving, brick accent banding to match existing conditions in the businesses, shops and restaurant areas, as well as the roundabout improvements, and design for non-organic materials (rock, drainage media) to be used in the bioswales, tree grates or flexible pavement for street trees within the sidewalks, and special paving for ADA crosswalks and curb bulb-outs at intersections, if applicable.

25.6 PLAN SUMMARY BOXES

Not using ORD or EQ Report. This effort applied to developing Pay Items and Summary of Quantities tables and sheets. Quantities for plants, mulch, soil, backfill, hardscape items, irrigation materials, and incidental items depicted in the proposed improvements.

25.7 COST ESTIMATES

One estimate at 30%, and updates at 60% and 100% design phases.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS

Prepare technical special provision for proposed irrigation improvements. Assumes Owner does not have standard specifications language. FDOT Standard Specifications do not address irrigation systems.

25.9 OTHER LANDSCAPE SERVICES

Analysis of existing trees based on survey data. Coordination with surveyor for existing tree inventory, determine tree disposition and species identification. Coordination with roadway and drainage design and utility adjustments.

Prepare a roll plot of the conceptual design improvements noted in Tasks 25.3, 25.4 and 25.5 to be used for once (1) client design review meeting and to support public meetings.

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS

Perform field reviews of the project site for purposes of developing an inventory of existing conditions and to assess potential impacts to existing trees, landscaping, and irrigation to be protected during construction and/or to be removed due to proposed improvements, where applicable.

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare a set of Landscape Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums
NOTE: The landscape plans for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

Prepare tabulation of quantities sheets for proposed landscape, irrigation, and hardscape improvements.

26.3 GENERAL NOTES

Prepare general notes describing the work to be performed as depicted and quantified in the

plans.

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS

Prepare plan sheets to address existing trees and vegetation to remain protected during construction and trees and vegetation to be removed where impacted by construction.

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

Prepare landscape plans for proposed landscape improvements within the project corridor where applicable.

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

Prepare planting details and notes for specific conditions not addressed in the FDOT Standard Plans.

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT

Prepare irrigation design plans for the proposed landscape improvements within the project corridor and side street connections, where applicable. Prepare plans depicting proposed irrigation sleeves for side streets.

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES

Prepare irrigation installation details and notes for specific site conditions, materials, and equipment.

26.11 HARDSCAPE PLANS

Prepare plans for proposed hardscape improvements within the project corridor and side street connections, where applicable.

26.12 HARDSCAPE DETAILS AND NOTES

Prepare details and notes for specific hardscape improvements within the project corridor and side street connections, where feasible.

26.13 LANDSCAPE MAINTENANCE PLAN

Includes preparing a technical plan for care and maintenance of the plants and beds, hardscape, and irrigation system after the establishment period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the Owner's preferences for the maintenance of proposed improvements.

26.14 COST ESTIMATE

Includes development of quantities for proposed materials to be included in the 30%, 60% and 100% phase submittals for inclusion in the overall Engineer's Estimate.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY. Field books submitted to the CITY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

NOTE: Survey for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the CITY; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 VERTICAL PROJECT CONTROL (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the CITY; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES

Establish, recover, or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per FDOT R/W Maps, platted or dedicated rights of way.

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES

Perform Check Cross Sections to verify DTM.

27.9 SIDE STREET SURVEYS

Perform required Topographic, Drainage and Underground Utility surveys on Side Streets.

27.10 UNDERGROUND UTILITIES

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT

NOTE: WORK FOR W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.19 SECTIONAL/GRANTSURVEY

Perform field location / placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 SUBDIVISION LOCATION

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject City, tie existing documentation of the beginning and end of unrecorded subdivision

.

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY – N/A

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS)

Identify general type and diameter of trees along the mainline.

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks FDOT District 5 specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to CITY size and format requirements utilizing FDOT approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the FDOT for review at stages of completion as negotiated.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY REQUIREMENTS

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry. Notification of Final Right of Way Requirements along with the purpose and duration of all easements will be specified in writing.

29.8 LIMITS OF CONSTRUCTION – N/A

29.9 JURISDICTIONAL/AGENCY LINES – N/A

The following sheet files will be completed.

29.10 CONTROL SURVEY COVER SHEET – N/A

29.11 CONTROL SURVEY KEY SHEET – N/A

29.12 CONTROL SURVEY DETAIL SHEET – N/A

29.13 RIGHT OF WAY MAP COVER SHEET – N/A

29.14 RIGHT OF WAY MAP KEY SHEET – N/A

29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A

29.16 MAINTENANCE MAP COVER SHEET – N/A

29.17 MAINTENANCE MAP KEY SHEET – N/A

29.18 MAINTENANCE MAP DETAIL SHEET – N/A

29.19 REFERENCE POINT SHEET – N/A

29.20 PROJECT CONTROL SHEET

This sheet depicts the baseline and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles.

29.21 TABLE OF OWNERSHIPS SHEET – N/A

29.22 PARCEL SKETCHES – N/A

29.23 TIITF SKETCHES – N/A

29.24 OTHER SPECIFIC PURPOSE SURVEY(S)

A topographic map will be submitted.

29.25 BOUNDARY SURVEY(S) MAP – N/A

29.26 RIGHT OF WAY MONUMENTATION MAP – N/A

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT – N/A

29.29 LEGAL DESCRIPTIONS – N/A

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LiDAR

The Consultant will perform Mobile LiDAR from John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor and the first block of 7 side streets off the main corridor. NOTE: The sides streets on W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

The CONSULTANT shall analyze and document ITS tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION

The CONSULTANT shall determine number and location of charging stations; the City shall verify these finding. The CONSULTANT shall submit a Design Documentation Book with each plan submittal.

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall prepare the ITS design file to include all efforts required per EV charging station for layout of proposed conductors and conduit runs, load center locations, pull box, service points, and electrical service feed. All existing ITS infrastructure shall be referenced to the new ITS plan sheets if applicable.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

Includes all work required to determine the quantities for all items associated with the EV charging stations and conduit runs.

33.14 COST ESTIMATE

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS

WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE / QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: None of the ITS elements are FDOT funded.

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRANS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL

Based on the project information provided, our experience, and in accordance with the FDOT 2020 Soils and Foundation Handbook, we recommend the following scope of services:

Geotechnical Services

- Roadway Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each at north WB turn lane from Broadway to Neptune.
 - Perform Perform 3 drainage hand auger borings at 3 bioswale locations to depth of 7 feet each.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each for gravity wall at south side Broadway (about Station 123+00).
 - Obtain 2 bulk soil samples for Limerick Bearing Ratio (LBR) testing at

Roundabout.

- o Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained. This includes LBR testing of shallow subgrade soils for use in pavement design and corrosion series sampling of soils along the project alignment for optional pipe materials analysis.
- Mainline Roadway Pavement Coring
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 6 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.
- Side Streets Roadway Pavement Coring (Not FDOT Funded)
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 3 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.

- Structures Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 4 Standard Penetration Test (SPT) borings to a depth of 25 feet each for mast arm poles supporting hybrid beacons.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed mast arm poles supporting hybrid beacons.
- Structures Subsurface Investigation (Not FDOT Funded)
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 2 Standard Penetration Test (SPT) borings to a depth of 30 feet each for gateway feature.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed gateway feature.
- Roadway Soil Survey Report
 - Issue a Preliminary and Final Roadway Soil Survey Report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Subsoil removal limits
 - Fill selection, placement and compaction
 - Recommended design LBR to assist with pavement design
- Limited Contamination Screening Evaluation Report (CSER)
 - Conduct a desktop contamination screening. This will include a review of historic aerial photos, other readily available historic resources, if available, and contamination database information to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the database information, if necessary, and identify other potential contamination sites, if any. Files maintained by the Florida Department of Environmental Protection or other regulatory Agencies will be review as well for identified sites. A Limited Contamination Screening Evaluation Report (CSER) will be prepared and issued.

Limitations

The scope of work is subject to the following limitations:

- The site will be accessible to the drilling equipment and crew assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- The CONSULTANT assumes no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine 811
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- Survey support will be provided by others.

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor

the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

**Exhibit “B”
Compensation**



AECOM
150 N. Orange Ave, S-200
Orlando, Florida 32801
www.aecom.com

January 7, 2022

Robert Masiku
Engineering Manager
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741

Subject: Connect Kissimmee Complete Streets (FPID 437472-1-38-01)

Dear Mr. Masiku,

The estimated design fees as submitted by AECOM for the subject project is as follows:

FDOT Participating funds = \$1,636,514.88
Non-FDOT Participating funds = \$223,695.93
Grand Total = \$1,860,210.81

Thank you,

A handwritten signature in blue ink, appearing to read 'DP', is located below the 'Thank you,' text.

Dustin Perkins, P.E.
AECOM
AVP, Transportation Manager, Surface Transportation, Greater Florida
150 N. Orange Avenue, Suite 200
Orlando, Florida, 32801, United States

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPN:
FAP No.:

Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
Osceola
437472-1-38-01
TBD

Consultant Name: AECOM
Consultant No.: TBD
Date: 1/7/2022
Estimator: Mike Phillips

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Landscape Architect	Landscape Architect Intern	Senior Utility Coordinator	Transportation Data Scientist	Chief Scientist	Senior Scientist	Scientist	Secretary/ Clerical	SH	Salary	Average
																						By	Cost By	Rate Per
		\$96.19	\$93.56	\$73.00	\$61.61	\$52.75	\$46.40	\$50.89	\$123.35	\$39.33	\$36.65	\$33.51	\$64.49	\$39.70	\$28.10	\$52.88	\$72.78	\$71.26	\$44.25	\$27.11	\$31.92	Activity	Activity	Task
3. Project General and Project Common Tasks	1,862	466	0	559	0	0	0	0	0	279	466	0	0	0	0	0	0	0	0	93	1,863	\$114,441	\$61.43	
4. Roadway Analysis	1,639	49	82	492	164	328	328	164	0	0	0	0	0	0	0	0	33	0	0	0	1,640	\$101,674	\$62.00	
5. Roadway Plans	826	41	41	83	124	165	289	0	0	83	0	0	0	0	0	0	0	0	0	0	826	\$46,856	\$56.73	
6a. Drainage Analysis	589	29	29	177	59	118	118	59	0	0	0	0	0	0	0	0	0	0	0	0	589	\$36,761	\$62.41	
6b. Drainage Plans	513	26	26	51	77	103	180	0	0	51	0	0	0	0	0	0	0	0	0	0	514	\$29,192	\$56.79	
7. Utilities	385	0	0	0	0	0	0	0	0	0	0	0	0	0	0	385	0	0	0	0	385	\$20,359	\$52.88	
8. Environmental Permits, Compliance & Clearances	131	0	0	0	0	0	26	0	0	0	0	0	0	0	0	0	39	39	26	0	130	\$6,416	\$49.36	
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	58	0	0	35	0	0	0	0	0	23	0	0	0	0	0	0	0	0	0	0	58	\$3,398	\$58.59	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	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	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	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	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	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	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	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	0	0	0	0	0	0	\$0	#DIV/0!	
18. Structures - Miscellaneous	174	0	12	96	0	0	0	0	0	66	0	0	0	0	0	0	0	0	0	0	174	\$10,550	\$60.63	
19. Signing & Pavement Marking Analysis	70	0	0	0	0	0	0	11	0	0	0	60	0	0	0	0	0	0	0	0	71	\$2,570	\$36.20	
20. Signing & Pavement Marking Plans	202	0	0	0	0	0	0	30	0	0	0	172	0	0	0	0	0	0	0	0	202	\$7,290	\$36.09	
19.A Signing & Pavement Marking Analysis (RDWY)	540	11	16	0	178	0	135	0	0	189	0	0	0	0	0	0	0	0	0	11	540	\$27,570	\$51.06	
20.A Signing & Pavement Marking Plans (RDWY)	166	0	12	0	38	0	58	0	0	58	0	0	0	0	0	0	0	0	0	0	166	\$8,436	\$50.82	
21. Signalization Analysis	232	5	7	0	77	0	58	0	0	81	0	0	0	0	0	0	0	0	0	5	233	\$11,916	\$51.14	
22. Signalization Plans	115	0	8	0	26	0	40	0	0	40	0	0	0	0	0	0	0	0	0	0	114	\$5,780	\$50.70	
23. Lighting Analysis	337	17	40	0	67	0	51	84	0	78	0	0	0	0	0	0	0	0	0	0	337	\$19,214	\$57.02	
24. Lighting Plans	143	4	7	0	29	0	29	21	0	46	7	0	0	0	0	0	0	0	0	0	143	\$7,306	\$51.09	
25. Landscape Architecture Analysis	283	0	0	0	0	0	0	0	0	0	0	0	127	113	42	0	0	0	0	0	283	\$13,900	\$49.12	
26. Landscape Architecture Plans	298	0	0	0	0	0	0	0	0	0	0	0	134	119	45	0	0	0	0	0	298	\$14,636	\$49.12	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	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	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	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	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	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	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	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	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	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	0	0	0	0	0	0	\$0	#DIV/0!	
Total Staff Hours	8,563	648	280	1,493	839	714	1,312	369	0	626	375	698	261	232	87	385	33	39	26	109	8,566			
Total Staff Cost		\$62,331.12	\$26,196.80	\$108,989.00	\$39,660.79	\$37,663.50	\$60,876.80	\$1,776.41	\$0.00	\$24,620.58	\$13,743.75	\$23,389.98	\$16,860.91	\$9,226.28	\$2,448.92	\$20,358.80	\$2,401.74	\$2,779.14	\$1,725.75	\$704.86	\$3,479.28	\$488,266.41	\$57.00	

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:

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

SALARY RELATED COSTS:							\$488,266.41
OVERHEAD:						130.70%	\$638,164.20
OPERATING MARGIN:						34.60%	\$189,940.18
FCCM (Facilities Capital Cost Money):						0.00%	\$0.00
EXPENSES:						8.00%	\$39,354.27
Survey (Field - if by Prime)	0					4-person crew days @ \$ / day	\$0.00
SUBTOTAL ESTIMATED FEE:							\$1,334,725.06
Subconsultant: IMG Vera							\$240,068.86
Subconsultant: Terracon							\$30,138.44
Subconsultant: CID							\$22,552.52
Subconsultant:							\$0.00
Subconsultant:							\$0.00
Subconsultant:							\$0.00
Subconsultant:							\$0.00
Subconsultant:							\$0.00
Subconsultant:							\$0.00
Subconsultant:							\$0.00
Subconsultant:							\$0.00
SUBTOTAL ESTIMATED FEE:							\$1,636,514.88
Geotechnical Field and Lab Testing (included in Terracon's fee above)							\$0.00
SUBTOTAL ESTIMATED FEE:							\$1,636,514.88
Optional Services							\$0.00
GRAND TOTAL ESTIMATED FEE:							\$1,636,514.88

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:	Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
County:	Osceola
FPN:	437472-1-38-01
FAP No.:	TBD

Consultant Name: AECOM
Consultant No.: TBD
Date: 1/7/2022
Estimator: Mike Phillips

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Landscape Architect	Landscape Architect Intern	Senior Utility Coordinator	Transportation Data Scientist	Chief Scientist	Senior Scientist	Scientist	Secretary/ Clerical	SH	Salary	Average
		\$96.19	\$93.56	\$73.00	\$61.61	\$52.75	\$46.40	\$50.89	\$123.35	\$39.33	\$36.65	\$33.51	\$64.49	\$39.70	\$28.10	\$52.88	\$72.78	\$71.26	\$44.25	\$27.11	\$31.92	By Activity	Cost By Activity	Rate Per Task
																						Activity	Activity	Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	133	4	7	40	13	27	27	13	0	0	0	0	0	0	0	0	3	0	0	0	0	134	\$8,318	\$62.07
5. Roadway Plans	65	3	3	7	10	13	23	0	0	7	0	0	0	0	0	0	0	0	0	0	0	66	\$3,725	\$56.43
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	6	0	0	1	1	1	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	6	\$319	\$53.25
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	45	0	0	36	0	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	0	46	\$3,057	\$66.45
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	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	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	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	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	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	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	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	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	148	10	81	0	0	0	0	0	0	56	0	0	0	0	0	0	0	0	0	0	0	147	\$10,593	\$72.06
19. Signing & Pavement Marking Analysis	44	0	0	0	0	0	0	7	0	0	0	37	0	0	0	0	0	0	0	0	0	44	\$1,596	\$36.28
20. Signing & Pavement Marking Plans	63	0	0	0	0	0	0	0	0	0	0	54	0	0	0	0	0	0	0	0	0	63	\$2,268	\$35.99
19.A Signing & Pavement Marking Analysis (RDWY)	56	1	2	0	18	0	14	0	0	20	0	0	0	0	0	0	0	0	0	0	1	56	\$2,860	\$51.08
20.A Signing & Pavement Marking Plans (RDWY)	27	0	2	0	6	0	9	0	0	9	0	0	0	0	0	0	0	0	0	0	26	\$1,328	\$51.09	
21. Signalization Analysis	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	68	3	8	0	14	0	10	17	0	16	0	0	0	0	0	0	0	0	0	0	0	68	\$3,858	\$56.74
24. Lighting Plans	57	2	3	0	11	0	11	9	0	18	3	0	0	0	0	0	0	0	0	0	0	57	\$2,937	\$51.53
25. Landscape Architecture Analysis	93	0	0	0	0	0	0	0	0	0	0	0	42	37	14	0	0	0	0	0	0	93	\$4,568	\$49.12
26. Landscape Architecture Plans	87	0	0	0	0	0	0	0	0	0	0	0	39	35	13	0	0	0	0	0	0	87	\$4,273	\$49.12
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	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	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	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	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	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	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	251	13	13	0	50	0	55	63	0	58	0	0	0	0	0	0	0	0	0	0	0	252	\$13,586	\$53.91
34. Intelligent Transportation Systems Plans	74	4	4	0	15	0	16	19	0	17	0	0	0	0	0	0	0	0	0	0	0	75	\$4,061	\$54.15
35. Geotechnical	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,217	40	123	84	138	41	172	137	0	151	59	91	81	72	27	0	3	0	0	0	1	1,220		
Total Staff Cost		\$3,847.60	\$11,507.88	\$6,132.00	\$8,502.16	\$2,162.75	\$7,980.80	\$6,971.93	\$0.00	\$5,938.83	\$2,162.35	\$3,049.41	\$5,223.69	\$2,858.40	\$758.70	\$0.00	\$218.34	\$0.00	\$0.00	\$0.00	\$31.92		\$67,346.78	\$55.20

Survey Field Days by Subconsultant
4 - Person Crew:

Notes

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

[illegible]

Exhibit “C”
Consultant’s Qualification’s Proposal

RFQ2021-002 Local Agency Program (LAP) FPN: 437472-1-38-01
Connect Kissimmee Complete Streets
John Young Parkway (US 17/92 to Vine Street (US 192)
along Emmett Street, Broadway and Main Street,
City of Kissimmee
Submitted: June 1, 2021



June 1, 2021

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

Subject: RFQ 2021-002: Connect Kissimmee

Dear Ms. Luke and Selection Committee:

AECOM Technical Services, Inc. is excited to submit our Letter of Interest for the Connect Kissimmee Project – a complete streets design projects. Our team brings an exceptional depth of experience in roundabouts and complete streets design along with all required major and minor FDOT prequalification work groups. Our team has expertise in all required disciplines including major highway design; drainage design and permitting; miscellaneous structures design, signing and pavement marking, signalization, lighting, ITS, landscaping, maintenance of traffic, traffic operations, survey, geotechnical, utility coordination, scheduling and project controls. AECOM has a stringent QA/QC program that includes every member of our team. Our team includes multiple subconsultant partners to spread the work and provide meaningful DBE and SBE participation.

Our Project Manager, Dustin Perkins, PE, is our team's point of contact and available to the City of Kissimmee to provide any additional information to any questions. Dustin brings over 18 years of experience providing design services as Project Manager for local agencies, such as City of Orlando and Orange County, as well as major toll agencies, major expressways, interchanges, toll plazas, local roadway and stakeholder involvement projects. He can be reached by phone at 407.422.0353 or email at dustin.perkins@aecom.com.

Our successful history of delivering these types of projects stems from continual refinement of our management and technical strategies coupled with innovative solutions. We take ownership for solving our clients' problems, anticipating new opportunities, and setting industry standards for design and post design services. During the design process, we consider construction and maintenance needs and integrate these importance cost factors into the project. As you read our proposal you will see AECOM is the choice to support the City in this critical project.

By shortlisting AECOM for the Connect Kissimmee Complete Streets design services, the City of Kissimmee will receive quality personnel, service and results. This submittal clearly shows the advantages the AECOM Team brings to the City of Kissimmee and attests that the information provided herein is current and factual. AECOM will provide the highest level of performance throughout the duration of this contract. We look forward to providing a technical proposal and presentation with innovative solutions to make this contract the success you have envisioned.

Sincerely,
AECOM Technical Services, Inc.



Dustin Perkins, PE
Project Manager
dustin.perkins@aecom.com

M. Janet Everett, PE
Principal-In-Charge and Authorized Signatory
jan.everett@aecom.com

WORK TASK QUALIFICATION AND PROJECT APPROACH



PROJECT APPROACH

The Connect Kissimmee Project promotes vitality within the Downtown Kissimmee Community and helps deliver the Vision Plan developed by the Downtown Kissimmee Community Redevelopment Agency for a vibrant and connected lakeside destination. The focus of the project is on establishing and reinforcing connections in and around the downtown community with a variety of multi-faceted and multi-modal transportation capital improvements – including roadway and safety improvements, emphasizing alternative methods of transportation such as commuter rail and pedestrian/bicycle facilities, and reestablishment of a “neighborhood feel” with cohesive landscaping, hardscaping and beautification treatments.

AECOM is proud of its exceptional performance record with cities, counties, and other Florida entities. AECOMs breadth of experience from small, single-focus transportation and safety improvement projects to large-scale comprehensive programs such as SunRail makes AECOM uniquely qualified to deliver the Connect Kissimmee Project. The following specific approaches to the identified key elements of project draws from our past experiences, breaks down these elements into manageable tasks and establishes a clear methodology to accomplish them.

PROJECT MANAGEMENT AND PUBLIC INVOLVEMENT APPROACH

Our proposed project manager is Dustin Perkins, PE. Dustin has 19 years of experience in all aspects of project management and design, including project manager on following relevant projects: Wekiva Parkway Segment 7A with the Florida Department of Transportation (FDOT) District 5; President Barack Obama Parkway with the City of Orlando; and deputy project manager on SR 434 Roundabouts, a LAP project with the Seminole County. Mr. Perkins’s ability to bridge multiple design disciplines and drive project schedules, coupled with a strong final design staff, makes him the perfect choice to manage this important project.

A substantial amount of public involvement has been previously performed for this project, led by and documented in Kimley Horn’s “Downtown Kissimmee Corridor Planning Study”. The Kissimmee Connect Project incorporates the feedback from residents and stakeholders obtained during the study and in the final design scope for the project. The AECOM team will expand the Public Involvement effort during the design process to maintain the consensus achieved during the study. During the design phase, AECOM proposes conducting two public meetings – one at 30% design and the second at 60% design; to convey to the public and project stakeholders that the solutions proposed are becoming a reality.

ROADWAY APPROACH

AECOM understands this project as an integration of various design elements, including asphalt rehabilitation, stamped asphalt, intersection improvements, on-street parking, bicycle facilities, multi-use path, sidewalks, curb ramps, streetscape features, landscaping, gateway features, way-finding signs, car charging stations, and transit accommodations through the downtown Kissimmee community. Safety is also emphasized as part of the design with the inclusion of the proposed roundabout at Emmet Street and Stewart Avenue/Ruby Avenue, tabled intersections, and rectangular rapid flash beacons for pedestrian safety at mid-block crosswalks to create a network of complete streets, which will accommodate pedestrians, cyclists, motorists, transit riders, and freight handlers in a safe, traffic calming environment.

EMMETT ST/MAIN ST PERSPECTIVE TYPICAL SECTION



EMMETT ST/MAIN ST PLAN VIEW



Complete Streets require the complete design approach AECOM routinely uses on all our projects, implementing sound design while coordinating with the client, applicable agencies and partners throughout the life of the project.

Investigation/Data Collection: Required services such as topographic survey, geotechnical investigations, pavement samples, subsurface and utility survey, and establishing preliminary permitting needs are required for this project. These efforts will start immediately following project kickoff and will be integrated into the design process.

Roadway Design: The roadway design will harmonize with the City's plans to consider local land development patterns and provide seamless transitions from the planned infrastructure to scenic areas like the scenic Lakefront Park on Lake Tohopekaliga via ADA-compliant multi-use paths and sidewalks. As part of the design effort, coordination with LYNX and SunRail will be required to implement intermodal design and promote connectivity. Temporary traffic control plans will be developed with the intent of minimizing traffic impacts and providing safe travel ways for both vehicular and pedestrian traffic during construction. Overall, the roadway design effort will be an iterative process with periodic scheduled submittal and review of deliverables (30%, 60%, 90%, and Final) with the City and their partners such as the Downtown Kissimmee Community Redevelopment Agency and the Florida Department of Transportation (FDOT). Submittals at various stages of progress will create a documented and reliable method to ensure feedback is received and concerns are addressed to reach a community consensus for the proposed improvements and their expected results. Our team uses advanced design tools and elements such as 3-D design software, vehicle turning paths via Autoturn, and automated calculations. The AECOM Team has a excellent working relationship with the City of Kissimmee, which will assist with communication, addressing issues and minimizing city staff involvement. Our AECOM Team is also ready to deliver this project based on the changing business model we are all adjusting to today as a result of our current world health pandemic. We understand that the city needs to keep moving forward providing a high-quality transportation network for their customers. The AECOM Team has been using teleworking prior to this pandemic and have adjusted seamlessly to working together as a team from remote locations. Our projects were using Bentley ProjectWise Project Hub Connector, SharePoint, Bluebeam, and Microsoft Teams and Zoom for collaboration. Our robust VPN and effective use of technology have resulted in AECOM not skipping a beat in delivering on our current contract responsibilities with all clients, including the City of Kissimmee.

Specialized Skills: AECOM can provide and utilize advanced visual tools such as drive-thru animations, 3-dimensional renderings, and virtual project meeting rooms/websites to capture and convey the complete streets improvements to local stakeholders, residents, businesses and the general public. We will draw on our experience with similar projects, including the LYNX Kissimmee Superstop, SR 434 Roundabouts (which includes 3 roundabouts and multi-use path connecting to a cross-county trail), Wekiva Pkwy Segment 7A(which includes 5 roundabouts), and President Barack Obama Pkwy, a divided urban arterial with multi-use paths, bicycle lanes, and landscaping. AECOM's unique experience and expertise on Local Agency Projects (LAP) funded design and construction projects facilitate the schedule and deliverables through the design process and ensure a successful and funded project for the construction phase.

BROADWAY PERSPECTIVE TYPICAL SECTION



BROADWAY PLAN VIEW



URBAN ROUNDABOUT



TABLED INTERSECTION



DRAINAGE APPROACH

Our approach to stormwater management is to maintain existing drainage patterns and replace damaged drainage structures while providing innovative stormwater management facilities that not only meet water quantity and quality requirements but increase biodiversity in the landscape and bring aesthetic benefits to the neighborhood.

Investigation/Data Collection: In addition to the critical initial investigations needed for roadway design, drainage related items such as historic drainage patterns, confirming seasonal groundwater elevations, establishing preliminary permitting needs, setting minimum gutter grades and elevations, existing permitting information, early outreach and consensus with regulatory agencies (South Florida Water Management District) are required for this project. These drainage efforts will start immediately following project kickoff and will be integrated into the design process.

Drainage Design: The drainage design early effort will focus on project-wide solutions to meet current requirements for stormwater runoff conveyance, treatment and attenuation all while addressing existing drainage patterns and maintaining and improving existing drainage systems in the downtown area. Overall, the drainage design efforts will seamlessly integrate with the roadway design and other project components, achieving the same consensus through the same iterative process. Proposed improvements to the drainage system will focus on maximizing the existing drainage system elements that suit the traditional project improvements (sidewalks, bike lanes, medians, on-street parking, etc.) and incorporating new systems/elements for the innovative project improvements (roundabout, table-intersections, multi-use paths, etc.).

Specialized Skills: AECOM will use innovation to provide a cost-effective product, including minimizing right-of-way impacts where feasible. This approach not only restrains project costs but also capitalizes on the fact that the implementation of community-friendly stormwater features in transportation projects are viewed as favorable solutions by regulatory agencies, project owners, and the public. Green infrastructure is a cost-effective, resilient approach to managing stormwater impacts that provides many community benefits. AECOM delivers these innovative approaches to complete street projects by including design features such as swales and bioswales, which are conducive to linear projects, and rain gardens, which can be integrated into a site's landscaping where aesthetic enhancements are desired and in space-limited sites in dense urban areas such as Broadway Avenue in downtown Kissimmee. Rain gardens can also be used in the middle of roundabouts, at medians along city streets, and at the corners of raised intersections to provide site drainage and treatment. Retaining some stormwater onsite may eliminate the need to increase stormwater pipe sizes, decrease the need for additional curb inlets, and reduce the area needed for treatment ponds. The City can also utilize treatment credits from the implementation of these stormwater systems on future projects within the same watershed. An appropriate example of this is the existing El Prado Stormwater Garden located on a half-acre site on the north side of El Prado Boulevard west of S. Manhattan Avenue in the City of Tampa. AECOM has recently designed stormwater treatment bioswales for the I-4 / Daryl Carter Parkway Interchange Project, and we look forward to exploring innovative solutions to address any stormwater requirements on the City of Kissimmee Complete Streets Project.

UTILITY PROJECT APPROACH:

It is the philosophy of our design team to avoid ALL utility impacts wherever practical. Through early coordination our team will identify and coordinate with all the utilities within the project limits. Primary design alternatives that may cause impacts to the existing utilities include the reconstruction of the roadway to accommodate pedestrian improvements, bicycle lanes, drainage improvements, sidewalk improvements, and landscaping. The inclusion of vehicle charging stations along the corridor will require early identification of proposed sites (SUE/Survey) as well as service points. The addition of a roundabout in a corridor that has extensive underground utility infrastructure also requires early coordination. If utilities are impacted by design, we will work with the impacted utilities to facilitate the necessary adjustments to minimize conflicts with the proposed construction.

Utility Coordination: The team will also develop a Utility Conflict Matrix identifying all the individual conflict sites, which will be addressed with the Utility Agency/Owners (UAO) at various stages of the project. These conflict locations will be provided to the Survey/SUE team and the use of Subsurface Utility Engineering (SUE) Quality Level B (Designation) & Quality Level A locates (Test Holes/VVH's) will be utilized to resolve any conflicts. Where practical, the existing utility will be adjusted to remain in place to fit the proposed design and to minimize construction time and overall relocation costs. Small businesses, restaurants, the local courthouse, police stations as well as coordinating with the local municipal utility and electric provider adds to the overall complexity of the utility coordination effort. Early Communication and Coordination with the local agencies will enable a smooth project.

Existing Utilities:

- AT&T/ Distribution
- CenturyLink
- Charter Communications
- City of Kissimmee
- Kissimmee Utility Authority KUA
- MCI
- Osceola County Traffic
- Redflex Traffic Systems Inc
- Smart City Telecom
- Sprint
- Summit Broadband
- Toho Water Authority
- Uniti Fiber LLC
- Zayo Group / Formerly Lightwave LLC

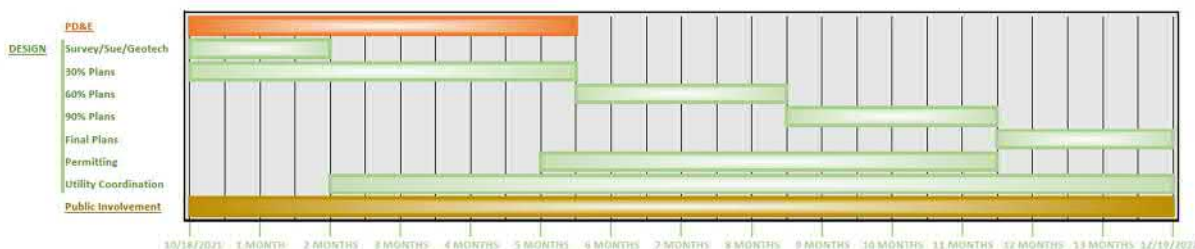
Utilities identified that may not be impacted:

- Central Florida Pipeline (Kinder Morgan)
- Florida Gas Transmission

PROJECT SCHEDULE:

Keeping the project schedule at the forefront of every design project is key to successful project delivery. Maintaining the design schedule is crucial to the City's commitment to create a safer and more connected downtown and helps ensure LAP funding is available and utilized for construction.

AECOM agrees with the aggressive project design schedule included in the RFQ and has developed a milestone timeline to achieve the result:



QUALITY MANAGEMENT APPROACH

AECOM offers the City of Kissimmee a proven Quality Management System (QMS) that is certified to the internationally renowned ISO 9001:2015 standard yet is sufficiently flexible to address the specific requirements of this project. Quality management is central to our project management approach.

Initiating Quality: Quality begins with AECOM's understanding of your project goals and objectives, emphasizing communication with the City's staff. Our initial planning and scheduling activities include assigning technically qualified and experienced personnel to produce and review the work.

Producing Quality: AECOM requires a Project Plan on all projects to define key parameters and guide the work of the team. The plan is discussed at the project team kickoff meeting and updated as needed. As work proceeds, several critical technical activities are undertaken, including:

- Proper application of codes, standards and design criteria
- Ongoing oversight and supervision for accuracy and completeness as work proceeds
- Distribution of in-progress documents at defined intervals for quality review
- Coordination among disciplines
- Verification of compatibility and consistency among document types, such as drawings and specifications
- Resolution and closure of in-progress review comments

Confirming Quality: Quality checking activities, which are all documented with two-level approvals, include:

- Checking calculations to verify correctness and completeness of mathematics, methodology, selection of software, application of standards and codes, and general approach.
- Checking drawings within each discipline to confirm design layout, dimensions and details. Potential interferences, conflicts and interface issues are resolved through interdisciplinary reviews.

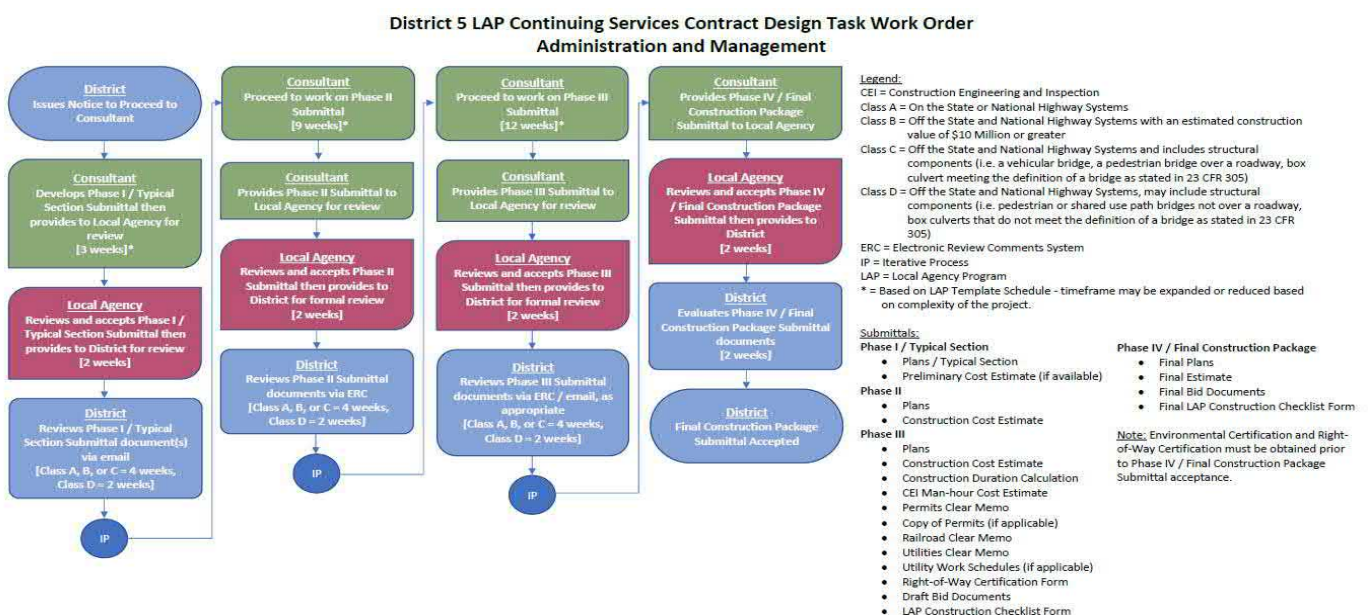
- Checking specifications for content and application, as well as compliance with the prescribed format, and for consistency throughout the specifications.
- Checking studies/reports for content, logic, clarity and soundness of recommendations, as well as grammar, punctuation and format.

Delivering Quality: All deliverables undergo a final verification check before they are submitted. A lead verifier evaluates the deliverable for completeness and consistency, adherence to quality requirements, and resolution of comments. The lead verifier then signs a Technical Quality Review Record and transmits it to our project manager, who is then responsible for the final overlook, approval and submittal. All lead verifiers must show competency in order to be qualified to sign off as a lead verifier on quality documentation. As a check-and-balance activity, this review pairing helps AECOM consistently deliver quality and value to our clients.

Improving Quality: A key component of AECOM's quality program and ISO 9001 is continuous improvement. We learn from our experiences and apply those lessons to future work through a formal, iterative process. The true focus of this process is to generate client satisfaction, one of AECOM's core values.

UNDERSTANDING OF LAP

AECOM has the knowledge and experience to deliver successful projects with LAP funding to satisfy expectations of both the City of Kissimmee and FDOT. AECOM's experience with the LAP process and FDOT includes efficient coordination and development of a successful project for the City of Kissimmee. AECOM has vast experience with FDOT and tailors projects to meet the standards of the City of Kissimmee while satisfying FDOT LAP requirements such as the Big 4 Specifications, LAP checklist(s), and development of complete Plans, Specifications, and Estimate (PS&E) packages for approval. AECOM is also familiar with the coordination and review process associated with LAP projects and will meet the City of Kissimmee's expected schedule. Previously AECOM has used the system outlined in the DOT developed flowchart below to successfully deliver projects involving LAP funding.



AECOM's experience on previous LAP projects includes:

Cross Creek Boulevard PD&E Study, City of Kissimmee, FL (2009-2013): AECOM completed the studies for this 2.3-mile segment including preliminary engineering, drainage/hydrology studies, contamination screening, noise study, cultural resource study, and traffic operations analysis. Improvements included provision of multi-use path for the entire length of project and additional signal installations to enhance pedestrian mobility.

SR 436/Red Bug Lake Road PD&E and Design Projects, Seminole County, FL (2003-2010):

AECOM provided PD&E services for the improvements to the intersection of Red Bug Lake Road at SR 436 in Casselberry, Florida. The PD&E Study involved the development and evaluation of concept alternatives to meet the mobility needs while minimizing the impacts to the human, natural and physical environments. Three alternatives were evaluated and the recommended alternative involved the implementation of a flyover bridge for the southbound SR 436 to eastbound Red Bug Lake Road movement, widening of Red Bug Lake Road to a six-lane urban section from Eagle Circle to SR 436 and eight-laning SR 436 from west of Wilshire Rad to Lake Howell Road. The PD&E Study involved public meetings, a public hearing and neighborhood meetings. A Type 2 Categorical Exclusion was prepared and approved by FHWA for the design of the recommended alternative. Upon completion of the PD&E Study, Seminole County contracted with AECOM for the design of the recommended alternative. This project involved roadway and drainage design, signalization, overhead guide signing for the flyover ramp, and a special controlled signal for the Casselberry Fire Station, including blankout signs on the flyover ramp to maintain emergency response access

The project also included landscaping and streetscaping; significant utility coordination and relocations, preparation of right-of-way maps and assistance during right-of-way acquisition. The project involved coordinating with multiple stakeholders including Seminole County, FDOT and the City of Casselberry and post design services during construction.

SR 434 Roundabouts Design, Seminole County, FL (2020-Present):

Under the LAP agreement between Seminole County and FDOT, AECOM is under contract with Seminole County for the design of SR 434 from west of Jetta Point to south of Artesia Street in Winter Springs and Oviedo, Florida. The project includes safety and operational improvements on approximately 2.1 miles of SR 434 by incorporating roundabouts at three intersections as well as providing shared use paths for pedestrians and bicyclists and other non-motorized users. Project involves roadway and drainage design, utility coordination and potential relocation, design and right-of-way survey, geotechnical investigations, right-of-way mapping, signing and pavement markings, hardscape for the multi-use path, public involvement meetings, and the preparation of construction documents including plans, specifications, and estimates. AECOM will also provide post design services once the project is let for construction. Extensive coordination with Seminole County, FDOT, and the Cities of Oviedo and Winter Springs will continue throughout the design phase remainder of the project.

Clubhouse Road (CR 540), Polk County FL (2011-2013):

AECOM was responsible for the design of this LAP project with funding from FDOT District 1. This project included milling and resurfacing, addition of new turn lanes, intersection improvements, addition of paved shoulders for safety and bicyclists, and addition of new sidewalk with ADA upgrades.

FDOT District 5 LAP Management (2003-Present):

AECOM, under the General Engineering Consultant Contract has assisted the FDOT District 5 with the management of the LAP program since 2003. The assistance includes providing in-house staff at the District office in DeLand to manage the LAP and Joint Participation Agreement (JPA) projects for the District, including agreement development, project management, plans reviews, comment resolution, environmental certification, utility coordination, and construction document oversight. AECOM supports the District with the overall program management including vetting projects for inclusion in the program and invoice reviews and recommendations.

EXPERIENCE AND CAPABILITY



Experience and Capability

AECOM is proud to bring a team that has designed numerous unique projects that have many of the same design needs as Connect Kissimmee. Our experience includes the LYNX Kissimmee Superstop, SR 434 Roundabouts (which include 3 roundabouts and multi-use path connecting to a cross-county trail), Wekiva Pkwy Segment 7A (which includes 4 roundabouts), and President Barack Obama Parkway, a divided urban arterial with multi-use paths, bicycle lanes, and landscaping. All projects referenced share many of the design elements and challenges that are in the Connect Kissimmee project. Goran Duvnjak, PE, our Roadway Lead and Debapi Ghosh, PE, our Drainage Lead were both key team members on these projects and bring these successes and lessons learned to Connect Kissimmee. Our team has experience and availability to deliver this project on schedule. Our team brings expertise and innovative solutions for the key elements of this project. Shown below are some of our local projects with references.

SR 436/Red Bug Lake Road PD&E and Design Projects, Seminole County, FL. Under LAP agreements between Seminole County and FDOT, AECOM provided PD&E and final design services for the improvements to the intersection of Red Bug Lake Road at SR 436 in Casselberry, Florida. Three alternatives were developed and evaluated to meet mobility needs while minimizing the impacts to the human, natural and physical environments. The recommended alternative involved the implementation of a flyover bridge for the southbound SR 436 to eastbound Red Bug lake Road movement, widening of Red Bug Lake road to a six-lane urban section from Eagle Circle to SR 436 and eight-laning SR 436 from west of Wilshire Drive/Blvd to Lake Howell Road. Relevance: Roadway and drainage design, utility coordination, public hearing and public meeting, streetscaping, landscaping, assistance during right-of-way acquisition, coordination with multiple stakeholders, LAP, design/operational safety and post-design services during construction.

Client: Seminole County, Jean Jreij, PE, Public Works Director, 100 East 1st Street, Sanford, FL 32771, 407-665-5702

SR 434 Roundabouts Design, Seminole County, FL. Under the LAP agreement between Seminole County and FDOT, AECOM is under contract with Seminole County for the design of SR 434 from west of Jetta Point to south of Artesia Street in Winter Springs and Oviedo, Florida. The project includes safety and operational improvements on approximately 2.1 miles of SR 434 by incorporating roundabouts at three intersections as well as providing shared use paths for pedestrians and bicyclists and other non-motorized users. Project involves roadway and drainage design, utility coordination and potential relocation, design and right-of-way survey, geotechnical investigations, right-of-way mapping, signing and pavement markings, hardscape for the multi-use path, public involvement meetings, and the preparation of construction documents including plans, specifications, and estimates. AECOM will also provide post design services once the project is let for construction. Extensive coordination with Seminole County, FDOT, and the Cities of Oviedo and Winter Springs will continue throughout the design phase remainder of the project. Relevance: Roadway and drainage design, utility coordination, public involvement meeting, shared use path, design and right-of-way survey, coordination with multiple stakeholders, LAP, design/operational safety.

Client: Seminole County, Jeff Sloman, PE, 100 East 1st Street, Sanford, FL 32771, 407-665-5572

Wekiva Parkway Design, Section 7A, Seminole County, FL. AECOM designed 3.5 miles of SR 429 (east of River Oaks Circle to east of Orange Blvd.) connecting to SR 417. Design included the elevated 4-lane divided toll expressway, one-lane frontage roads with bike lanes and sidewalks, 14 new bridges, 5 new roundabouts, 4 slip ramps connecting 429 to the frontage roads, noise walls and interchange ramps at SR

46 and SR 429. Relevance: roadway and drainage design, single-lane roads, bridges, roundabouts design/operational safety, utility coordination, public involvement meeting, shared use path,. Client: FDOT-5, Ed Kestory, PE, DCPME, 719 S. Woodland Blvd., DeLand, FL 32720, 386-943-5000

Clubhouse Road (CR 540), Polk County, FL. AECOM was responsible for the design of this LAP project with funding from FDOT District 1. This project included milling and resurfacing, addition of new turn lanes, intersection improvements, addition of paved shoulders for safety and bicyclists, and addition of new sidewalk with ADA upgrades. Relevance: intersection improvements, pedestrian and bicyclist safety, sidewalks, ADA compliance.

Client: Polk County – Roads and Drainage, Doug Gable, Project Manager, 3000 Sheffield Road, Winter Haven, FL 33880, 863-535-2285

FDOT District 5 LAP Management. AECOM, under the General Engineering Consultant Contract has assisted the District with the management of the LAP program since 2003. The assistance includes providing in-house staff at the District office in DeLand to manage the LAP and Joint Participation Agreement (JPA) projects for the District, including agreement development, project management, plans reviews, comment resolution, environmental certification, utility coordination, and construction document oversight. Relevance: LAP experience and management, Joint Participation Agreement (JPA) projects experience.

Client: FDOT District 5, Steve Smith, District Program Services Manager, 719 S. Woodland Blvd., DeLand, FL 32720, 386-943-5451

AECOM has managed many design projects for similar agencies and has proven our ability to manage and staff important assignments. Dustin Perkins will be 60% available for this project at NTP. AECOM's anticipated availability is more than 60% at the estimated start date for this contract. Our team brings the availability, capacity and a stringent QA/QC plan to deliver excellent service to City of Kissimmee on this contract. Our entire team's personnel by discipline provides more than 300 personnel in local offices.

OPERATIONS, MANPOWER AND RESOURCES

AECOM's success is tied directly to the success of our clients. The effective management of all aspects of the project, including operations, resource management (staffing and equipment) and monitoring parameters of the project such as scope, budget and schedule are accomplished with the City of Kissimmee in mind. Mr. Perkins will create a Project Plan that will be submitted to City of Kissimmee within 10 days of Notice to Proceed. The Project Plan is a living document, maintained through the life of the project until close-out defining all operational parameters of the project, including a communications plan (CP), key team members contact information, levels of authority to allow for clear and efficient communication, scope, budget and the resource loaded schedule. The Project Ploan includes our Quality Management Plan (QMP) that identifies the process for quality control, quality assurance and documents all technical reviewers for each discipline area. AECOM will serve as the prime and be responsible for ensuring all necessary staff are available from the entire team. As shown in our letter of interest and organizational chart, AECOM has 206 local professionals available to support the project. Our team provides significant redundancy with staffing and equipment in all the discipline areas, including survey, geotechnical drill rigs, and laboratory staff to ensure the schedule is maintained and accelerated, if needed.

PERSONNEL BACKGROUND INFORMATION

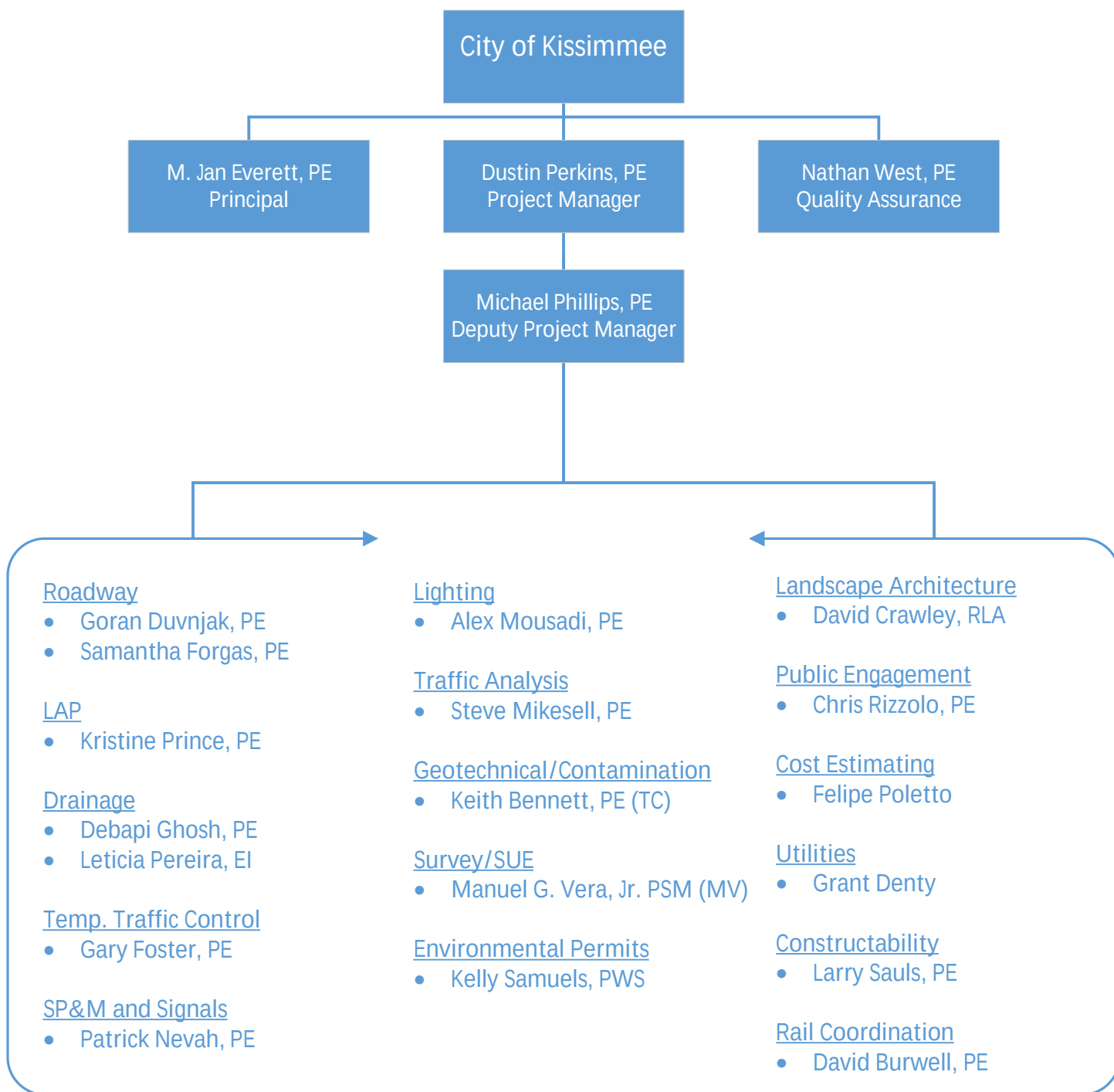


Personnel Background Information

The AECOM team members bring extensive experience and lessons learned in the key design elements present on Connect Kissimmee. Our key team members bring long-standing individual and firm relationships working together on projects for clients throughout Central Florida and. AECOM has a long history of successfully designing similar projects. Shown in the table below are all our key staff shown on the organizational chart on the following page as well their availability to work on this project. The resumes detail all of our key team personnel's experience, education, and specialized expertise.

Table of Key Personnel Availability

Key Proposed Personnel	Role	% Availability
Dustin Perkins, PE	Project Manager	60%
Michael Phillips, PE	Deputy Project Manager	45%
Nathan West, PE	Quality Assurance	20%
Jan Everett, PE	Principal in Charge	15%
Goran Duvnjak, PE	Roadway Lead	40%
Samantha Forgas, PE	Roadway	45%
Kristine Prince, PE	LAP	30%
Debapi Ghosh, PE	Drainage Lead	60%
Leticia Pereira, EI	Drainage	35%
Gary Foster, PE	Temp Traffic Control	40%
Patrick Nevah, PE	S&PM and Signals	45%
Alex Mousadi, PE	Lighting	45%
Steve Mikesell, PE	Traffic Analysis	30%
Keith Bennett, PE (TC)	Geotechnical	30%
Manuel G. Vera, PSM (MV)	Survey/SUE	30%
Kelly Samuels, PWS	Environmental Permitting	40%
David Crawley, RLA	Landscape Architecture	40%
Chris Rizzolo, PE	Public Engagement	30%
Felipe Poletto	Cost Estimating	35%
Grant Denty	Utilities	55%
Larry Sauls, PE	Constructability	25%
David Burwell, PE	Rail Coordination	25%



AECOM Key Team Members

Note: All Employees are with AECOM Technical Services, Inc. unless otherwise noted.

- Terracon, Inc. (TC)
DBE - FDOT
- M.G. Vera & Associates (MV)
DBE - FDOT

Areas of Expertise

Transportation
Hydrology/Hydraulics
Permitting

Education

BS / 2004 / Civil Engineering /
University of Central Florida

Registrations

2008 / Professional Engineer / Florida
#69225
2020 / Professional Engineer / Texas
#136824

Professional Affiliations

American Society of Civil Engineers
Society of American Military Engineers
Chi Epsilon Honor Society
National Deans List

Years of Experience

With AECOM: 15 Years
With Other Firms: 2 Years

Dustin Perkins, PE

Project Manager

Mr. Perkins has experience in design and management of roadway projects ranging from local roads to limited access highway systems. His design experience is specialized in hydraulics of highway systems and stormwater management design. His management experience most recently includes serving as the Project Manager of SR 92, Patrol Road and Econlockhatchee Trail Road and the Deputy Project Manager of I-4 Beyond the Ultimate (Polk, Osceola, Orange), Interim Daryl Carter Interchange and Wekiva Parkway Section 7A.

Project Manager/Drainage Design Manager, Patrol Road, Mayport Naval Base, Jacksonville, FL. Project Manager and Drainage Engineer of Record for this contract to provide design build services for restoration of 3.5 miles of Patrol Road, Fuel Road, and Lamp Avenue. The purpose of this project was to provide repairs to portions of the Naval Station roadway system that were damaged during Hurricane Irma. The project included pavement evaluations, geometric improvements to the roadway system, hydraulic analysis and recommendations for flooding improvements, maintenance of traffic, and coordination with the contractor during construction. The project was permitted through SJRWMD and the Army Corps of Engineers.

Project Manager, SR 408 / SR 417 Ultimate Interchange Improvements Post Design Services, Orlando, Florida. Project Manager for post design services to the Central Florida Expressway Authority (CFX) to complete the SR 408/SR 417 interchange improvements (Contract 253F and 253G) begun under CFX Contract 253E. The improvements for this contract include the completion of the Ultimate Interchange conceptually designed by AECOM under the 253F contract. The structural portion of the 253G Interchange plans were

completed by AECOM while the remainder of the 253G plans were completed by a design build firm. Critical issues included plans review of the design build firm roadway geometry, maintenance of traffic, drainage and permitting and utility coordination as well as completion of the structural design.

Project Manager/Drainage Design Manager, Econlockhatchee Trail Widening, Orange County, Florida. Project Manager and Drainage Engineer of record responsible for storm sewer design, pond design, coordination with local government agencies on future adjacent projects, and SJRWMD permitting. Project consisted of final design of Econlockhatchee Trail from south of Lake Underhill Road to south of State Road 50. This reconstruction project improves 2.3 miles of Econlockhatchee Trail from a rural 2 lane undivided roadway to a four lane, curb and gutter divided facility. Wetland hydraulic flood control modeling was added to the scope during the later phases and developed a regional model to address historical flooding issues in the project area.

Project Manager, Wekiva Parkway Design, Section 7A, Post Design Services, Seminole County, Florida. Project Manager for this contract to provide post design services for the Wekiva Parkway (SR 429), Section 7A from east of River Oaks Circle to east of Orange Boulevard. The Wekiva Parkway connects SR 429 to SR 417 completing the beltway around northwest metropolitan Orlando and providing an alternative route to I-4. Section 7A is approximately 3.5 miles long and includes 14 new bridges. This design section uses the existing 2-lane SR 46 for the east-bound frontage roadway, adds an elevated 4-lane divided urban freeway with grass median, and adds a 2-lane west-bound frontage roadway. The frontage roads include bicycle lanes and sidewalks. In addition, the project includes interchange ramps at SR 46 and SR 429.

Project Manager/Drainage Design Manager, SR 92, Paulding and Cobb County, Ga. Project Manager and Drainage Engineer of Record for this contract to provide final design services for 7 miles of SR 92 through Paulding and Cobb County. The purpose of this project was to reconstruct the existing two-lane rural roadway to four lane divided urban roadway that includes a multi-use trail. The project included two roundabouts, extensive environmentally sensitive areas, two major stream crossings with Pickett's Mill Creek, an adjacent archeological battlefield and cemetery, maintenance of traffic, and extensive impacts to transmission. The project is located with an MS4 area and required complete stormwater management system design.

Deputy Project Manager/Drainage Design Manager, Interim Daryl Carter Interchange, Orange County. Deputy Project Manager and Drainage Engineer of Record for this contract to provide final design services for the interim Daryl Carter Interchange. The interim

Interchange design scope was developed to advance construction of the Daryl Carter Interchange from the I-4 Beyond the Ultimate project and proposes a new I-4 interchange at an existing overpass with the Daryl Carter roadway. The design includes interim components of all disciplines to accommodate the interim interchange as well as the ultimate interchange and focused on minimizing throw away costs. The interim project includes advanced right-of-way acquisition, extensive coordination with adjacent developments and property owners, and coordination with the future Segment 2 project drainage basin. The project was permitted through South Florida Water Management District.

Deputy Project Manager/Drainage Design Manager, I-4 Beyond the Ultimate, Segments 1 and 5, Orange County, Osceola County, and Polk County, Florida. Deputy Project Manager and Drainage Engineer of Record for this contract to provide conceptual design services for the I-4 Beyond the Ultimate project, Segments 1 and 5, from west of SR 528 to west of US 27 and responsible for managing the drainage design of the entire project. The I-4 Beyond the Ultimate project is approximately 18 miles of Interstate reconstruction which also includes reconfiguration of all 11 interchanges within the project limits. This design typical section includes the addition of express lanes along the entire corridor as well as the addition of collector distributor roads in sections of the project. Through sections of the project with limited right-of-way the proposed typical section includes elevating travel lanes on bridge structure to minimize the right-of-way impacts. The project includes 4 major waterway crossings that each required a no-rise due to FEMA or RCID requirements. The project was permitted through South Florida Water Management District, South West Florida Water Management District, and the Reedy Creek Improvement District.

Deputy Project Manager/Drainage Design Manager, Wekiva Parkway Design, Section 7A, Seminole County, Florida. Deputy Project Manager and Drainage Engineer of Record for this contract to provide final design services for the Wekiva Parkway (SR 429), Section 7A from east of River Oaks Circle to east of Orange Boulevard. The Wekiva Parkway connects SR 429 to SR 417 completing the beltway around northwest metropolitan Orlando and providing an alternative route to I-4. Section 7A is approximately 3.5 miles long and includes 14 new bridges. This design section uses the existing 2-lane SR 46 for the east-bound frontage roadway, adds an elevated 4-lane divided urban freeway with grass median, and adds a 2-lane west-bound frontage roadway. The frontage roads include bicycle lanes and sidewalks. In addition, the project includes interchange ramps at SR 46 and SR 429. A noise analysis will be conducted and noise walls may potentially be included.

Skillman Interchange Segment Manager, I-635 Lyndon B. Johnson Expressway Design Build, Skillman, Dallas County, Texas. Segment Manager and Drainage Design Engineer of Record for the Skillman Interchange Segment of the I-635 Project. The I-635 Lyndon B. Johnson (LBJ) East Design Build Project provides capacity improvements on I-635. The improvements include reconstruction I-635 to provide five general-purpose lanes (one additional general-purpose lane in each direction), two tolled-managed lanes (in each direction), and two to three frontage road lanes (in each direction). As a part of the Interstate I-635 LBJ East Project, the Skillman/Audelia Interchange will be reconstructed. The improvements include enhancements to the roadway system and overpass of I-635. The improvements require reconstruction of the intersections at South Audelia, Whitehurst, Adleta, North Audelia, and the frontage roads.

Drainage Engineer of Record, I-95 / I-4 / US 92 Interchanges, Volusia County, Florida. Drainage Engineer of Record responsible for storm sewer design, pond design, floodplain compensation, coordination with local government agencies on future adjacent projects, and SJRWMD permitting. Project consisted of design plans for permitting of the new interchanges. This reconstruction project reconfigures the I-95 / I-4 Interchange and the I-95 / US 92 Interchange and provides new drainage facilities to meet regulatory requirements for the new construction.

Drainage Engineer, SR 436 / Red Bug Lake Road, Seminole County, Florida. Drainage Engineer responsible QA/QC of the drainage calculations and design support of the improvements to the intersection at SR 436 and Red Bug Lake Road. The design contract included complete right-of-way plans, maintenance of traffic plans, signing & pavement marking plans, signalization plans, utility coordination and relocation, geotechnical, drainage, environmental, permitting, survey, and public involvement services. The design-phase services used the PD&E Study (which AECOM also completed) preferred alternative and included supplemental services for the relocation of retention ponds utility relocations, box culvert extensions, river channel improvements, and complex environmental services. A complete public involvement program was developed for this project for both the PD&E Study and the design-phase services. After award to the contractor, AECOM provided post-design services.

Areas of Expertise

Transportation Design
Roadway Plans
Microstation
GEOPAK Road
MOT Design
Cost Estimates
Quantity Manager
AUTOTURN
AutoCADD
Assistant Design Management
Construction Inspection

Education

BSCE / 1995 / Civil Engineering /
University of South Florida

Registrations

2004 / Professional Engineer / Florida
#61806

Certifications

2019 / Advanced Work Zone Traffic
Control
2014 / Specifications Package
Preparation Training for Consultants

Professional Affiliations

American Society of Civil Engineers

Years of Experience

With AECOM: 16 Years
With Other Firms: 7 Years

Michael S. Phillips, PE

Office of Construction Support: MOT

Office of Design Support: Roadway Design Support, Roadway

Mr. Phillips has knowledge of roadway design, MOT, drainage design and environmental permitting for highway and airport transportation projects. Experience includes roadway/drainage design and permitting, engineering cost estimates, parking lot design, ADF data analysis, and watermain alignment. He also has experience providing surveys for a variety of project types and is skilled in the use of the following computer programs: Microstation, GEOPAK, AutoCADD, SureTrak, and Microsoft Office programs. Typical projects are described below.

General Consulting

Design Engineer, Central Florida Commuter Rail Transit, Volusia, Seminole, Orange and Osceola Counties, Florida. Design Engineer responsible for the review of various design plans submitted for the Phase I (Initial Operating Segment) of the SunRail commuter rail transit project. Work efforts were completed under the General Engineering Consultant Contract with FDOT, District 5. Specific responsibilities included review of design plans (track, grade crossing and drainage plans), coordination with the Design/Build/Maintain Firm responsible for the design and construction of the project, and tracking of submittals. Also provided support on the SR 520 Wildlife Crossing in Orange County providing MOT plans/quantities, lane closure analysis, and QA/QC of plan set and quantities.

Design Engineer, Central Florida Commuter Rail Design, Maitland Station, Maitland, Florida. Design Engineer supporting the Utility Coordinator with utility company coordination and utility adjustment plans development on the SunRail commuter rail station parking lot in Maitland, Florida. Responsibilities also included: MOT plans/quantities, lane closure analysis, and vehicle path design support using AUTOTURN for general parking lot use and construction phasing. Under the GEC Contract, and as a member of the Program Management Team (PMT) for SunRail, AECOM was tasked with designing the Maitland Station, including the parking area, bus access, and circulation system. AECOM worked with the District Right-of-Way and Legal staff to acquire the right-of-way for the station and developed cures for the right-of-way remaining parcel. The cures were presented to the

property owner as part of the negotiated settlement for the station site acquisition. The station design, in addition to the right-of-way acquisition assistance, included complete parking lot design, access roadway design, bus bay design, landscaping, drainage, and lighting.

General Consultant for District Five of the Florida Department of Transportation, Florida. While working in the District's Office, Mr. Phillips provided traffic control plan production and also worked with the Estimates Department providing review of Long Range Estimates for various projects for this General Engineering Consultant contract with the Florida Department of Transportation, District Five. AECOM is serving as an extension of the District's staff over a five-year period providing: on-call services by supplying the manpower to complete assignments during peak workload periods; assistance in the long-range programming of work efforts; and support in administration, planning and production/operations efforts.

Design Engineer, SR 15/600 (US 17/92) Design and Construction, Volusia County, Florida. Design Engineer providing MOT design for new construction of 1.7 miles of SR 15/600 (US 17/92) from McGregor Boulevard to SR 15A in DeLand. The project consists of replacing a four-lane rural section with a six-lane urban section and includes roadway, signing, pavement marking and signalization plans. Construction completion is scheduled for January 2009.

LAP Project Manager, General Consultant for District Five of the Florida Department of Transportation, Florida. Manager on various projects administered through the Department's Local Agency Program (LAP), a program through which the Department contracts with other governmental agencies to develop, design, acquire right-of-way, and construct transportation facilities and reimburses these agencies for eligible services. Duties include agency coordination, project tracking and review of project deliverables to ensure that all Federal requirements have been complied with.

Surface Transportation – Design

Senior Transportation Engineer, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties, Florida. Senior Transportation Engineer providing final roadway services, to approximately 50%, of I-4 from SR 528 to US 27. The project widens I-4 according to the proposed ultimate design, which is 3 general-use lanes, 2 special-use lanes, collector-distributor roadways in some sections, and provides for a rail corridor. Services include adding line and grade, establishing right of way, permitting, final design, and procurement support for optional delivery methods. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits. Design will verify that all commitments made during the PD&E are addressed.

Roadway Engineer, Haulover Canal Bridge Feasibility Study, Brevard County, FL. Roadway Engineer responsible for roadway characteristics including typical section and drainage systems, roadway design criteria, alternative roadway alignment concepts and comparative analysis, roadway cost estimate, and field reviews. The Haulover Canal Bridge project required AECOM to assess the potential of extending the life of the Haulover Canal Bridge by 20 to 30 years through the selective replacement of the bridge's components. In addition, this study evaluated the feasibility of completely replacing the existing 225-foot, double-leaf, trunnion bascule bridge constructed in 1965. This project is under an IDIQ contract awarded by NASA to evaluate, plan, design, and provide construction phase services for bridges located at the Kennedy Space Center and Cape Canaveral Air Force Station.

Design Engineer, SR 408/SR417, Central Florida Expressway Authority (CFX), Orange County, FL. Design Engineer responsible for vertical geometry, vertical clearance, and ramp terminal details for various ramps as part of the interchange.

Roadway Design Engineer, Wekiva Parkway Design, Section 7A, Seminole County, Florida. Roadway Design Engineer for this contract to provide final design services for the Wekiva Parkway (SR 429), Section 7A from east of River Oaks Circle to east of Orange Boulevard. The Wekiva Parkway connects SR 429 to SR 417 completing the beltway around northwest metropolitan Orlando and providing an alternative route to I-4. Section 7A is approximately 3.5 miles long and includes 14 new bridges. This design section uses the existing 2-lane SR 46 for the east-bound frontage roadway, adds an elevated 4-lane divided urban freeway with grass median, and adds a 2-lane west-bound frontage roadway. The frontage roads include bicycle lanes and sidewalks. In addition, the project includes interchange ramps at SR 46 and SR 429. A noise analysis will be conducted and noise walls may potentially be included.

Design Engineer, Red Bug Lake Rd/SR 436, Seminole County, Florida. Design Engineer responsible for distributing/reviewing RFI's, shop drawings and maintaining their respective logs for this FDOT Post-Design Service Contract

Design Engineer, S. President Barak Obama Parkway – Phase I, City of Orlando, Florida. Design Engineer providing horizontal/vertical geometry, vehicle path design, cross sections, quantities, MOT, lane closure analysis, plans production, exhibits for public information meetings, and engineer's cost estimate. Responses to RFI's were also provided as part of the Post-Design Service contract.

Design Engineer, Roadway Design Task Manager, Maitland Boulevard Extension and SR 429 / SR 414 Systems Interchange Design, Orange County, Florida. Design Engineer providing MOT design for the final design services of the Maitland Boulevard Extension. The project limits extend from west of Clarcona Road to west of the existing SR 429 and from the existing SR 429 to CR 437A north to Boy Scout Road. This new limited access roadway includes two general use lanes in each direction and a 64-foot median to accommodate future widening to a six-lane facility for SR 429. SR 414 includes three general use lanes in each direction and a paved median with barrier wall. Major interchange and roadway improvements on the project include: Realignment and extension of SR 429 from south of the existing CR 437A interchange north to Boy Scout Road; a new limited access roadway (SR 414) from realigned SR 429 east to west of Clarcona Road; system interchange ramps at realigned SR 429 and the SR 414 extension; system interchange ramps at existing SR 429 (now SR 429A) and SR 414; and removal of existing SR 429 from south of CR 437A to SR 414.

Design Engineer, I-4 / SR 46 Interchange Improvements, Seminole County, Florida. Responsible for construction schedule estimate and maintenance of traffic for the Interchange Improvements at I-4 and SR 46. This FDOT District 5 project consists of adding a large Westbound collector /distributor ramp that will service the interchanges at I-4 and SR 46, I-4 and SR 417, and I-4 and CR 46A. The project also reconfigures the entire SR 46 and Westbound I-4 Interchange.

KEITH BENNETT, P.E.

Office of Materials Support: Materials Evaluation/Control

PROFESSIONAL EXPERIENCE

Mr. Bennett is a Senior Geotechnical Engineer at Terracon with 40+ years of experience in multiple different locales around the state of Florida. Strong background in geotechnical design, construction, and project management and different delivery methods from Design-Bid-Build to Design-Build. His expertise includes performing and reviewing Static Load Test, Statnamic Load Tests, "Osterberg" style Load Tests, Dynamic Load Tests using PDA and/or EDC, CAPWAP, and WEAP analyses for recommended pile lengths, driving criteria, hammer suitability evaluation, Pile, Drilled Shaft, or Augercast Installation Plan review, CSL/PIT/Thermal Testing Review/Analysis, vibration monitoring, roadway and structures subsurface explorations including design and analysis of shallow and deep foundations, settlement, settlement monitoring, surcharges, slope stability, walls, misc. structures foundations, and ponds or swales. He has completed projects within all FDOT Districts including Florida's Turnpike.

Howard Frankland Bridge (I-275) Replacement - Borings for Future Design-Build Project in Tampa Bay, Florida – 03/2017 – 12/2018

This project consists of drilling 31 borings approximately 100 to 250 feet deep along the proposed new alignment for the Southbound Bridge. Also included is drilling for seawall replacement on both the Pinellas and Hillsborough Approaches and land borings for embankments and walls. The project includes rock coring and testing along with traditional SPT sampling.

S.R. 60 Shared-Use Path at Courtney Campbell Causeway Project in Tampa, Florida – 03/2012 – 02/2014

This project consisted of a new shared use path along Courtney Campbell Causeway. Keith serviced as Senior Geotechnical Engineer in charge of reviewing dynamic pile testing on test and production piles and providing recommendations for production pile lengths and pile driving criteria. The Courtney Campbell Multiuse Trail Bridge received the 2014 Award of Excellence by the Hillsborough County Planning Commission in the Investment category during the 32nd Annual Planning and Design Awards program.

I-4/Lee Roy Selmon Expressway Connector, Tampa, Florida - 08/2009 – 12/2014

This project consisted of 20+ new bridges. Keith served as Responsible Senior Geotechnical Engineer responsible for the construction inspection and review of the approximately 1200 drilled shaft logs, CSL testing, and Thermal Integrity Testing. Approximately 60 of the shafts were considered Non-Redundant.

NW 25th Street Viaduct, Miami-Dade County, Florida – 10/2012-05/2014

This project consisted of an elevated bridge taking truck traffic off NW 25th St. I was brought in as the Senior Geotechnical Engineer due to an initial collapse of the first shaft which resulted in damage to the existing 40 foot MSE wall. Non-Redundant 96" diameter drilled shafts were installed to elevations of -65 to -82 feet. The drilled shaft installations required the closing of the entrance and exit ramps from SR 826 to NW 25th St. The closing of the ramps necessitated working around the clock to lessen the impact of the closures. Other parts of the project are supported on both 24" pre-stressed concrete pile and Non-Redundant 96" diameter drilled shafts supporting the shafts at the interchange with SR 826 (Palmetto Expressway).

HEFT/SR-821 Widening from North of SW 72nd St. to North of SW 40th St. in Miami-Dade County, Florida – 08/2014 – 12/2015

This project consisted of the widening of SR-821. Keith served as Senior Geotechnical Engineer and planned and reviewed the subsurface investigations, field and laboratory testing, design analyses, and provided deep foundation recommendations for design and construction. Keith prepared the micro-pile Technical Special Provisions and Vibration Monitoring Plan.



Education

M.S., Civil Engineering, Georgia Institute of Technology, 1979

Bachelors of Civil Engineering, Georgia Institute of Technology, 1977

Registrations

Registered Professional Engineer, Florida #33075, 1983

Registered Special Inspector, Florida #657, 1987

Affiliations

Member, American Society of Civil Engineers (ASCE)

Experience Highlights

Deep Foundation Design
(Driven Piles, Redundant and Non-Redundant Drilled Shafts, Augercast Piles, Micropiles, and specialty piles)

Shallow Foundation Design

Retaining Wall Design

Deep Foundation Construction Monitoring

Roadway Soil Surveys

Slope Stability Studies

Construction Materials Testing

Sinkhole Evaluation and Remediation

CTQP Instructor for Pile and Drilled Shaft Courses

I-275 Widening, Hillsborough County, Florida – 08/2013-10/2014

The project consisted of widening the existing interstate from Bird St. to Tampa St. Senior Geotechnical Engineer in charge of reviewing dynamic pile testing on test and production piles and providing recommendations for production pile lengths and pile driving criteria. Also responsible for drilled shaft plan review and bottom hole cleanliness.

I-75 Widening from South of Fowler Avenue to S.R. 56, Tampa, Florida – 06/2008 – 10/2011

The project consisted of widening/replacing the existing interstate bridges from south of Fowler Ave. to SR56. Senior Geotechnical Engineer in charge of reviewing dynamic pile testing on test and production piles and providing recommendations for production pile lengths and pile driving criteria.

First Coast Expressway Design (FCX) in Clay County, Florida – 09/2016 – 9/2020

Project begins just west of Shands Pier Road along SR 16 and ends just south of SR 21 (Blanding Boulevard). The proposed alignment will include approximately 19.8 miles of new multi-lane divided highway through generally heavily wooded areas and crossing numerous existing roadways, creeks, and small streams. At present, the FCX alignment includes 20 planned bridge crossings, typically with multiple bridge structures at each crossing.

Bridges of the Isles Design-Build Project in Broward County, Florida – 03/2013 – 12/2015

This project consisted of five low-profile bridges near downtown Fort Lauderdale. Keith served as Senior Geotechnical Engineer and reviewed the subsurface investigations, field and laboratory testing, design analyses, and provided deep foundation recommendations for design and construction. In construction, Keith wrote the Vibration Monitoring plan and continued to review the vibration data.

Fort Lauderdale-Hollywood International Airport Runway 9/27R and Taxiway Over U.S. Route 1 and Florida East Coast Railroad in Broward County, Florida – 03/2010 – 08/2014

This project consisted of a new runway and taxiway which included 1000+ 24-inch prestressed-concrete piles, stone columns, and more than 50 mechanically stabilized earth (MSE) walls with very exacting settlement tolerances. In addition to finding the anticipated organic material, a landfill was found in the northern bridge and MSE wall. Keith served as Senior Geotechnical Engineer for this project.

I-95 Express – St. Johns County, Florida – (09/2016-9/2020)

Widening SR—9 (1—95) from just north of International Golf Parkway to the St. Johns/Duval County Line from a six-lane to an eight-lane interstate including auxiliary lanes where needed, bridges and pond sites.

Johns Pass Bridge Replacement (Gulf Blvd) in Pinellas County, Florida – 06/1999 – 02/2007

This project consisted of the design of a replacement double leaf movable bridge. Keith served as the Senior Geotechnical Engineer responsible for borings in support of the new bridge. Minor artesian conditions encountered during exploration program. Bridge design was for 48" diameter Drilled Shafts. During the construction, Keith performed the inspection of the drilled shafts.

David Burwell, PE

Rail Support

David has experience in design and planning of a variety of transportation improvement projects including design and planning of passenger rail facilities (light, heavy, and high speed), highways, interchanges, and bus transit facilities through urban and rural environments. He has coordinated with various state, county, and municipal agencies to obtain permitting, survey, utility, and environmental data and also has experience using various computer aided engineering systems.

Georgia DOT, High Speed Ground Transportation Study, Chattanooga, TN. Design engineer for a Tier 1 environmental impact statement study of a high-speed ground transportation system from Atlanta's Hartsfield International Airport to Chattanooga. Prepared refined high-speed rail track plans for alternate alignments and technologies within the preferred corridor for evaluation.

Los Angeles Transit Authority, Electric Trolley Bus, Los Angeles, CA. Obtained the location of existing utilities along the proposed ETB corridor. Coordinated with county and municipal agencies and performed field surveys to identify available right of way and locate existing utilities.

FDOT District Five, Central Florida Commuter Rail, Orange County, FL. Lead engineer for the proposed FTA funded project to construct a 61-mile rail corridor with 10 intermodal stations, six pedestrian access stations, train maintenance yard and storage facilities. Prepared FTA-required environmental assessment of the corridor and station locations. Coordinated the collection of existing survey and right of way data for the study area with survey teams. Performed track assessment of the existing rail line. Coordinated with local municipalities to develop station concepts. Participated in multiple presentations to the public and various agency and community representatives. Prepared preliminary design plans that were used by FDOT to advertise for a design-build consultant to complete the construction of the 31-mile initial operating segment of the rail corridor. Prepared final plans for 6 Intermodal stations which incorporated parking facilities, bus loading and transfer areas, rail passenger platforms, pedestrian access, landscaping, and drainage.

Orange County Public Works, Canadian Court Intermodal Center, Orange County, FL. Project engineer for the proposed project to develop an intermodal facility to allow for the transfer between intercity high-speed rail, regional light rail, local elevated circulator, local shuttle buses, and the regional commuter bus service. Developed concept plans for client approval. Coordinated and integrated the needs of adjacent property owners. Developed final concept plan for the multiple bus bay transfer facility identified as the initial phase for the project.

FDOT District Five, Orlando International Airport Connector Alternatives Analysis, Orange County, FL. Lead engineer for the FTA required study to identify a preferred corridor for light rail transit to connect the Orlando International Airport to major destinations along the International Drive. Coordinated the collection of existing relevant data for the study area. Identified potential corridors and station locations. Developed preliminary LRT alignments for evaluation. Participated in multiple presentations to the public and various agency and community representatives. Coordinated team efforts to prepare required documentation to meet FTA requirements. Prepared preliminary design plans to support the analysis of alternatives for required criteria.

FDOT District Five, SR 50 from SR 429 to Good Homes Road, Orange County, FL. Utility coordinator for six laning of 3.1 miles of SR 50. In addition to widening the 4-lane existing roadway from its rural section to a 6-lane urban section, the project includes two bridges over lakes, deep retaining walls, numerous major intersections, and tie-ins to ramps from two major tolled expressways - the Florida's Turnpike and the Orange County East-West Expressway.

City of Jacksonville, Old Middleburg Road Widening and Reconstruction, Jacksonville, FL. Identified preliminary stormwater pond locations based on preliminary treatment volume calculations and right-of-way acquisition costs. Performed field verification of utility locations, coordinated relocation of utilities with utility owners, and prepared final utility relocation plans for this 3.8-mile widening and reconstruction project of Old Middleburg Road from Argyle Forest Boulevard Extension to SR 134 (103rd Street) in Duval County.

FDOT District Five, SR 500 Widening and Reconstruction, Osceola County, FL. Prepared project specifications package and project electronic delivery package following FDOT procedures. Prepared the quantity computations book and backup documentation for this 6.9-mile widening and reconstruction project of SR 500 (US 192) from Hibiscus Road to the Brevard-Osceola County Line, in Osceola County.

Education

Bachelor of Science (BSc), Civil Engineering, California Polytechnic State University, 1992

Registrations

Professional Engineer (PE) - Florida
Professional Engineer (PE) - California

Years of Experience

With AECOM: 27 Years
With Other Firms: 0 Years

FDOT District Two, I-95 Widening and Reconstruction Plans Update, Jacksonville, FL. Computed quantities for this 7.9-mile widening and reconstruction project of I-95 from I-295 to the Nassau County Line, in Duval County.

Miami-Dade Aviation Department, Miami International Airport - Central Boulevard Widening, Miami, FL. Designed and prepared roadway construction documents for the realignment and widening of the primary access roadway to Miami International Airport. The project dramatically improves airport access with additional lanes, wider bridges and service roadways that separate service and employee traffic from the main passenger flow to and from the terminal.

Central Florida Regional Transportation Authority, LYNX Central Station, Orlando, FL. Managed project budget, project schedule, and staff assignments. Directed the work efforts of the design consultant. Prepared monthly and quarterly status reports. Facilitated successful bid and award of construction contracts. Prepared the project management plan to meet FTA criteria. Obtained all required permits and approvals for construction. Prepared alternative preliminary site plans for a parcel in downtown Orlando. This \$24 million project includes passenger lounge facilities, retail, and 67,500 square feet of office space and allows transit passengers to transfer between 24 regional bus bays, the downtown circulator bus, and accommodate future elevated light rail system and an at grade commuter rail station.

Central Florida Regional Transportation Authority, New LYNX Operations Base, Orlando, FL. Managed project budget, project schedule, and staff assignments. Directed the work efforts of the design consultant. Facilitated successful bid and award of construction contract. Prepared monthly and quarterly status reports. Coordinated the approval of required permits to construct the access roadway, drainage elements, and building facilities for the site development of the 25-acre location of LYNX's new operations base. Prepared preliminary plans required for site approval. Reviewed roadway construction plans. Prepared roadway cost estimate. This site includes facilities for transit bus maintenance, refueling and wash bays. The access roadway for the site was designed to allow access for the 200-bus transit fleet access from two major arterials.

Central Florida Regional Transportation Authority, LYNX Passenger Amenities Program, Orlando, FL. Prepared site plans for new bus shelter and transit stop locations throughout Central Florida.

Central Florida Regional Transportation Authority, LYNX South Street Bus Facility Pavement Repairs, Orlando, FL. Provided peer review of construction plans.

Central Florida Regional Transportation Authority, LYNX Light Rail Transit System, Orlando, FL. Coordinated with other members of the program management consultant team to develop the program management plan. Established CADD criteria and prepared the project CADD procedures manual followed by all design consultant teams during the design of a 70-mile light rail system. Reviewed in progress submittals for completeness and compliance with project standards and criteria. Identified right-of-way needs, parcel impacts, and cost estimates. Reviewed and audited compliance with established QA/QC procedures.

FDOT District Four, General Consultant Final Plans, Fort Lauderdale, FL. Reviewed consultant roadway plan submittals for constructability, biddability, completeness, and compliance with Florida DOT standards and criteria. Prepared and reviewed Florida DOT specifications packages. Maintained a database of review comments used to identify deficiencies in the plans preparation process.

FDOT District Six, Miami Intermodal Center, Miami, FL. Provided transportation planning and data gathering for a major redevelopment of an existing urban area adjacent to Miami International Airport. Developed, coordinated, and evaluated alternate horizontal and vertical alignments for CSXT freight rail, high-speed rail, Tri-Rail, Metrorail, Airport-Seaport Rail Connector, Airport Peoplemover, SR 836, SR 112, SR 836/SR 112 interconnector, Lejeune Road, NW 21st Street, Central Boulevard, local roadways, to provide unimpeded access to MIA and the MIC while adhering to Florida DOT guidelines. Evaluated multiple interchange configurations optimizing spatial and engineering requirements while ensuring constructability. Prepared a preliminary engineering design plan package to accompany the Engineering Report for the FEIS. Coordinated with various state, county and municipal agencies to obtain hydrological, permitting, survey and electronic information required for the project.

Trinidad-Tobago Airport Authority, Piarco International Airport, Trinidad-Tobago. Assisted in the preliminary design of the roadway network providing access to the terminals and parking areas supporting the proposed international airport.

Tri-County Commuter Rail Authority, Airport Extension, Miami, FL. Developed the alignment for a 1.2-mile extension of at-grade heavy rail trackwork used to provide commuter rail service. Prepared the engineering plan set for construction bid documents.

David W. Crawley, RLA, ISA, CLARB

Design Support: Landscape Architecture Design

Mr. Crawley is the manager of the AECOM Tampa Landscape Architecture and Urban Design Group, as well as a Project Manager and Task Manager. For over 20 years, he has been active in the public and private sectors in the practice of landscape architecture, urban design, land use planning, and construction documents technical specifications development. As an ISA certified arborist with over 9 years of experience in arboriculture and urban forestry, Mr. Crawley has been responsible for preparing tree inventories, hazard tree assessments, tree preservation in construction and inspections of work by others. Other experience includes landscape and irrigation design-build contracting, construction management and contract administration, commercial and residential planning and design. Projects have varied in scale, ranging from intimate garden designs to larger master planned residential and multi-use commercial developments to surface and air transportation and military facilities, college campuses and waterfront development. These projects involved the planning and design of site improvements ranging from hardscape features and urban design elements, landscaping and irrigation systems to gateway features, pedestrian and bicycle enhancements. Mr. Crawley specializes in planning and design for parks and recreation facilities, greenways and trails planning, streetscapes and urban design. He also has significant experience in urban roadway and highway beautification design, performing quality assurance reviews of technical documents and peer review of consultants' plans and specifications.

Landscape Architect of Record, Wekiva Parkway Design, Section 7A, Seminole County, FL. Landscape Architect of Record for this contract to provide final design services for the Wekiva Parkway (SR 429), Section 7A from east of River Oaks Circle to east of Orange Boulevard. The Wekiva Parkway connects SR 429 to SR 417 completing the beltway around northwest metropolitan Orlando and providing an alternative route to I-4. Section 7A is approximately 3.5 miles long and includes 14 new bridges. This design section uses the existing 2-lane SR 46 for the east-bound frontage roadway, adds an elevated 4-lane divided urban freeway with grass median, and adds a 2-lane west-bound frontage roadway. The frontage roads include bicycle lanes and sidewalks. In addition, the project includes interchange ramps at SR 46 and SR 429. A noise analysis was conducted and noise walls were included.

Project Manager, FDOT Highway Beautification and Landscape Management General Support, FDOT Central Office, Tallahassee, FL. Scope of Services included providing a broad range of services and support for the State Transportation Landscape Architect for management of the FDOT Highway Beautification and Landscape Management Program state-wide. *FDOT Central Office Contact: Jeff Caster, RLA, State Transportation Landscape Architect; Tel: 850.414.5267*

Task Manager, Transportation Enhancement/Alternatives Grant Application Review and Project Development, FDOT District Two, FL. Served as task manager for AECOM's Tampa office. Provided landscape architecture, engineering and planning services to FDOT District Two for the review of transportation enhancements/alternatives grant applications submitted by rural communities in North Florida. Assisted planning staff in documenting existing conditions, opportunities and challenges and generated conceptual site plans and support documentation for the District to use in contracting design-build forms for the implementation of each project. Grant review sites have included, but not limited to, the Hart Spring Greenway Trail (Gilchrist County), Fort White Trailhead (Columbia County), O'Leno Trailhead (Columbia County) and the Lake Street Multi-use Trail (Putnam County). *FDOT D2 Contact: Jordan Green, PE, Planning Group Manager; Tel: 386.961.7884*

Landscape Architect of Record, Project Manager, I-295 (SR 9A)/Collins Road Interchange Landscaping, FDOT District Two, Duval County, FL. Responsible for landscape architecture, design and assistance with project management, project team and

Areas of Expertise

Landscape Architecture
Landscape Construction
Parks and Recreation Facilities
FDOT Highway Beautification
Streetscape Enhancements
Urban Design
Master Planning
Land Use Planning
Detail Site Planning
Aesthetic/Context Sensitive Design
Solutions
Green Infrastructure
Low Impact Development
Florida-Friendly Landscaping
Sustainable Design
Irrigation Systems
Arboriculture Consulting

Education

Bachelor of Landscape Architecture
(Cum Laude), University of Florida,
1995
Institute of Architecture, University of
Florida Overseas Studies (Vicenza,
Italy), 1994

Registrations

2003/Registered Landscape
Architect/Florida # LA6666702
2004/Council of Landscape
Architectural Registration Boards/
CLARB Record #4302

Certification

2005/International Society of
Arboriculture/Certified Arborist
#FL-5258A

Years of Experience

With AECOM: 19 Years
With Other Firms: 5 Years

subconsultant coordination, preparation of construction documents and opinions of probable costs, supervision of staff and coordination with District Two. The project involved the Bold Landscaping design for this newly reconstructed interchange, approximately 1 mile of roadway beautification and temporary low volume irrigation improvements. Unique features include curved sabal palms placed near wet ponds and large specimen date palms circling the interchange ramps, as well as a cost saving feature that included battery operated control valves for irrigation. This eliminates the need for permanent electrical power, reducing costs, resulting in time savings and reducing utility coordination. Construction was completed in 2015 and the project is currently in the establishment period. [FPID: 435875-1-52-01]

Deputy Project Manager, Kingsley Avenue (SR 224) Landscaping, from Bellair Boulevard to Park Avenue (SR 15/US 17), FDOT District Two, Orange Park, FL. Responsible for assisting project manager in overseeing preparation of landscape construction documents and project coordination for the landscape improvements along the SR 224 urban arterial corridor from Bellair Boulevard to Park Avenue. The main focus of the project was to work closely with the local agency (Town of Orange Park) to provide landscaping in the medians within the project limits and enhance the visual quality of the corridor. Improvements include electric receptacles in medians, flowering trees and groundcover plantings, and new Bermuda sod in select medians. The project also included the design of a permanent irrigation system. The Town has since entered into a Maintenance Agreement with the Department to be responsible for the care of all improvements once the establishment period ends. The project is a “stand-alone” lump sum landscape construction project. The stand-alone project is part of the FDOT’s “Bold Landscaping” program and is currently in construction. Post design services are on-going. [FPID: 432444-1-52-01]

Project Manager, I-4/US 27 Interchange Landscaping, FDOT District One, Polk County, FL. Responsible for project management, supervision and coordination with landscape and TCP design task managers and irrigation design subconsultant. The project is a “stand-alone” lump sum landscape construction project. Construction value is estimated to be approximately \$1.5M. The project is part of the FDOT’s new “Bold Landscaping” program and construction was completed in 2015. Establishment period is on-going. [FPID 432079-1-52-01]

Landscape Architect of Record, Task Manager, I-95/I-10 (SR 9) Interchange Landscaping, FDOT District Two, Jacksonville, FL. Responsible for the development of landscape and irrigation construction plans, estimates of probable construction costs, attending public meetings and coordination with Outdoor Advertising agencies for this “pilot project”, a major stand-alone “Bold Landscaping” construction project for FDOT District Two, known as the “Big I”. This is the largest stand-alone landscape project in the history of the District. Responsible for supervision and coordination of landscape architecture team performing post design tasks during construction. Post design services includes attending pre-construction conference, responding to RFI’s, review of shop drawings and submittals, field reviews of the installed work and preparing punch lists. Bid award value is \$2.4M. The project construction began July 9, 2012. [FPID 213243-3-52-01] *FDOT D2 Contact: Ken Cheek, RLA, District Landscape Architect; Tel: 386.961.7453, or Craig Teal, PE, Project Manager; Tel: 386.425.3703*

Principal Landscape Architect, Anclote Trail Study and Conceptual Design, Pasco County MPO, Pasco Counties, FL. This project includes preparing route alternatives and recommendations for the development of a multi-use trail to link the regionally significant Pinellas Trail, Anclote Gulf Park, and Anclote Coastal Park. Project also includes conducting public information meetings and involvement with stakeholders including Duke Energy. Responsible for supervision of landscape architecture and planning staff performing work on the project.

Project Manager, FDOT Highway Landscape Guide, FDOT Central Office, Tallahassee, FL. Assisted State Landscape Architect in developing the new Highway Landscape Guide to be used by designers and contractors to explain the expectations of the Department and outline the standards and specifications used by FDOT.

Deputy Project Manager, Park Avenue (SR 15/US 17) Landscaping, from Milwaukee Avenue to I-295, FDOT District Two, Orange Park, FL. Responsible for assisting project manager in overseeing preparation of landscape construction documents and project coordination for the landscape improvements along Park Avenue in the Town of Orange Park. The main focus of the project was to work closely with the local agency (Town of Orange Park) to provide landscaping in the medians within the project limits and enhance the visual quality of the corridor. Improvements include electric receptacles in medians, aesthetic lighting for new oak trees in medians, flowering trees and groundcover plantings, and new Bermuda sod and perennial peanut in select medians. The project also included the design of a permanent irrigation system. Unique features include specimen palms and trees used to create a northern gateway at the Duval County line and enhance the stormwater pond at Wells Road. The Town has since entered into a Maintenance Agreement with the Department to be responsible for the care of all improvements once the establishment period ends. The project is a “stand-alone” lump sum landscape construction project. The stand-alone project is part of the FDOT’s “Bold Landscaping” program and is currently in construction. Post design services are on-going. [FPID: 432445-1-52-01]

Areas of Expertise

Utility Coordination

Education

Technology Diploma / Geomatics
Engineering Technology / 1998 /
The College of North Atlantic

Years of Experience

With AECOM: >1 Year
With Other Firms: 19 Years

Professional Affiliations

Florida Utilities Coordinating
Committee
Utility Engineering and Surveying
Institute (UESI)
American Society of Civil Engineers

Grant Denty

Program Management Office Support: Utilities

Mr. Denty has gained extensive experience acting as a liaison between Utility Owners, various Departments of Transportation (DOT's) and Design/Construction Engineering firms. Providing utility coordination services for a variety of public and private clients throughout Florida and the United States. Relying on his technical background his responsibilities include: identifying utility owners and facilities, design plans review, working with utility owners and analyzing subsurface utility engineering data to identify utility design conflicts and providing quality assurance & quality control to make sure placed out of service, current and future facilities are accurately depicted on various design plans. His Geomatics experience aids in the identifying of the subsurface utility engineering information which is vital in determination of conflicts with the proposed project design. His thorough knowledge of the latest statutes and regulations is also important in accomplishing these tasks.

Gordie Howe International Bridge, Detroit, MI. In the role of lead Utility Coordinator with the Bridging North America Joint Venture on this high profile P3 design-build project to build a cable-stayed bridge and two ports of entry (POE) along the Detroit River border crossing. The crossing will connect the cities of Detroit and Windsor by linking Interstate 75 and Interstate 96 in Michigan with the new extension of Highway 401 (called the Rt.

Hon. Herb Gray Parkway) in Ontario, Canada. This route will provide uninterrupted traffic flow, as opposed to the current configuration with the nearby Ambassador Bridge, which connects to city streets on the Ontario side. Mr. Denty reviewed all the utility data, utility permits and existing utility relocation schedules as they were received for content and coordinated review with the utilities and the design team. Held and officiated all the necessary preliminary and weekly project design utility meetings in aid of the design-build team. Mr. Denty also provided an extensive utility conflict matrix to identify problem areas and to facilitate discussion between the design team and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a detailed SUE program for the design team. [With Another Firm]

I-4 (SR 400) at Daryl Carter Parkway Interchange, Orange County, FL. This project will convert the Daryl Carter Parkway overpass, between Central Florida Parkway and State Road 535, into a diverging diamond interchange. The interchange will give motorists an alternate route to reach retailers and restaurants in the Lake Buena Vista area. Three new ramps connecting Interstate 4 (I-4) to Daryl Carter Parkway will be built: exit ramps from both directions of I-4 to Daryl Carter Parkway and an entrance ramp to eastbound I-4. Mr. Denty along with the survey team provided various survey and drafting tasks including utility designating (ASCE Quality Level B) and locating (ASCE Quality Level A) SUE within the project corridor and side streets as well as the creation of the Utility Adjustment sheets as part of the overall roadway plan set. He also provided utility coordination services to identify utility owners to facilitate discussion between and the multiple utility owners to come to a satisfactory resolution of utility conflicts. [With Another Firm]

FGT Global Relocation Project, Broward and Miami-Dade Counties, FL. Provided preliminary utility coordination on the FGT Turnpike-Palmetto Road Relocation Project. The project is proposing the abandonment of approximately 19.1 miles of FGT's existing 18-inch mainline pipeline and the relocation and construction of approximately 15.4 miles of anticipated 24-inch mainline pipeline along existing corridors, including FPL's power line corridor and private easement, in order to provide continued natural gas service to the Miami and south Florida markets. Mr. Denty set up project files, contact list, status sheet for project communications, monthly status reports for up to 38 utilities. Held and officiated all the necessary preliminary and design utility meetings in aid of the design team to facilitate discussion between the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as construct the utility conflict matrix and implement a SUE program for the design team. [With Another Firm]

I-395/SR 836/I-95 project, Miami-Dade County, FL. Provided utility coordination to support the design-build project which involves three projects that will be constructed concurrently by the AW-dMG Joint Venture to minimize impacts to the public. The limits on I-395 are from the SR 836 / I-95 / I-395 (Midtown) Interchange to the MacArthur Causeway, approximately 1.4 miles long. The limits on SR 836 are from NW 17 Avenue to the Midtown Interchange. This project is a continuation of MDX's work program to modernize the SR 836 corridor & the limits for the improvements on I-95 are from NW 8 Street to NW 29 Street and include the replacement of the concrete pavement for both the northbound and southbound travel lanes. Mr. Denty officiated all the necessary preliminary design utility meetings in aid of the design team. Reviewed utility marked up plans, utility permits and work schedules as they were received

for content and coordinated review with the designer. As utility coordinator he also provided a utility conflict matrix to identify problem areas and to facilitate discussions between the design team and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a SUE program for the design team. [With Another Firm]

Sunrail Phase II South, Orange and Osceola Counties, FL. Provided utility coordination in support of the design-build of SunRail's South Expansion includes approximately 17.2 miles of expanded commuter rail service between the Sand Lake Road Station in Orange County and the Poinciana Station in Osceola County on the existing Central Florida Rail Corridor (CFRC). Mr. Denty officiated all the necessary preliminary and weekly design utility meetings in aid of the design team. Reviewed utility marked up plans, utility permits and work schedules as they were received for content and coordinated review with the designer. As utility coordinator he also provided a utility conflict matrix to identify problem areas and to facilitate discussions between the design team and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a SUE program for the design team. [With Another Firm]

SR 429 (Wekiva Parkway) from River Oaks Circle to Orange Blvd, Seminole County, FL. This project entails the design of 3.47 miles of new four-lane divided limited access highway along with dual two-lane frontage roads as part of 25 mile Wekiva Parkway in central Florida. Mr. Denty aided the survey/SUE team in the creation of the Utility Adjustment sheets as part of the overall roadway plan set. Mr. Denty was as part of the utility coordination group officiated all the necessary preliminary and design utility meetings in aid of the design team. Reviewed utility marked up plans, utility permits and work schedules as they were received for content and coordinated review with the designer. The team also provided a utility conflict matrix to identify problem areas and to facilitate discussions between the design team and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a SUE program for the design team. [With Another Firm]

I-4 Ultimate Improvement Project, Orange and Seminole Counties, FL. The I-4 Ultimate Improvement Project includes the reconstruction of 21 miles of I-4 from west of Kirkman Road in Orange County, Florida to east of State Road 434 in Seminole County, Florida. The team provided mapping & utility coordination services to facilitate discussion between and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a SUE program for the design team. [With Another Firm]

SR 806/Atlantic Avenue at SR 9/I-95 Interchange, Palm Beach County, FL. Provided utility coordination services in support of the design development to improve the I-95 interchange at Atlantic Boulevard and to accommodate project traffic levels in the year 2040, this was a 0.964 miles long Interchange improvement project. Mr. Denty reviewed utility marked up plans and work schedules as they were received for content and coordinated review with the designer as well as officiated and incorporated an UWHCA with the FDOT and the impacted City of Delray. Team held and officiated all the necessary preliminary and design utility meetings in aid of the design team. Team also provided a utility conflict matrix to facilitate discussion between and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a SUE program for the design team. [With Another Firm]

Linton Boulevard SR 9/I-95, Palm Beach County, FL. Provided utility coordination services in support of the design development to improve the I-95 interchange at Linton Boulevard and on Linton Boulevard to accommodate project traffic levels in the year 2040, this was a 2.066 miles long Interchange improvement project. Mr. Denty officiated all the necessary preliminary and design utility meetings in aid of the design team. Reviewed utility marked up plans, utility permits and work schedules as they were received for content and coordinated review with the designer. As utility coordinator he also provided a utility conflict matrix to identify problem areas and to facilitate discussions between the design team and the multiple utility owners to come to a satisfactory resolution of utility conflicts as well as implement a SUE program for the design team. [With Another Firm]

SR 417 (Seminole Expressway From Orange County Line to SR 434, Seminole County, FL. Provided utility coordination to support the engineer of record's efforts in the development of the request for proposal (RFP) for the Florida Turnpike Enterprise. The planned capacity improvements for this project was to improve traffic flow and operations on SR 417 (Seminole Expressway) by widening the existing 4-lane mainline to eight lanes (four in each direction) to accommodate express lanes that will be completed and implemented along the approximately 6.63 miles long on SR 417 from the Orange County line to north of SR 434. Team reviewed utility marked plans, preliminary Utility work schedules and utility data as they were received for content and coordinated review with the designer. Team held and officiated all the necessary preliminary and design utility meetings in aid of the design team to facilitate discussion between the multiple utility owners to come to a satisfactory resolution of utility conflicts for the RFP creation. [With Another Firm]

Areas of Expertise

Roadway Design
Roadway Maintenance of Traffic
Railroad Design
Railroad Operations and Maintenance
Railroad Management

Years of Experience

With AECOM: 12 Years
With Other Firms: 0 Years

Education

BSCE / Civil Engineering / University of
Central Florida / 2011

MSCE / Civil Engineering / University of
Central Florida / 2016

Registration / Certification

2017 / Professional Engineer / Florida,
#84141

AECOM Certified PM

Work History

04/2009– Present: AECOM

Training

FDOT Temporary Traffic Control
Advanced Course

CSX/CFRC Roadway Worker
Protection Contractor Safety

Goran Duvnjak, PE

Roadway Design Engineer

Mr. Duvnjak is a transportation engineer in the Orlando office with experience in highway and railway design. His experience includes geometric design of highways using FDOT and AASHTO standards and geometric design of passenger rail using AREMA freight rail standards. Mr. Duvnjak is experienced in using MicroStation, GEOPAK and 3D modeling for production of roadway, railway, and structural plans for the Florida Department of Transportation. He also has experience with design of signing and pavement marking for roadways.

Experience

Project Engineer, SR 5 (Holly Hill), Volusia County, Florida (2021 – Present): Project Engineer tasked with acquiring, analyzing and preparing sketches showing Parent Tract, Acquisition, Remainder and Cure sketches for right of way impacts to affected property owners. Tasks include analysis for parcels, verification of measurements, coordination with independent right of way appraisers, Florida Department of Transportation right of way appraisers and property owners. Additional tasks include preparation of impact assessment report for the affected parcels.

Project Engineer, SR A1A, Brevard County, Florida (2021 – Present): Project Engineer tasked with acquiring, analyzing and preparing sketches showing Parent Tract, Acquisition, Remainder and Cure sketches for right of way impacts to affected property owners. Tasks include analysis for parcels, verification of measurements, coordination with independent right of way appraisers, Florida Department of Transportation right of way appraisers and property owners.

Engineer of Record, SR 434 Roundabouts from West of Jetta Point to South of Artesia Street, Seminole County, Florida (2020-Present): Roadway Engineer of Record tasked with design of 3 roundabouts, widening the roadway, improving roadway safety, addressing drainage issues, adding bicycle lanes and sidewalks. This contract

provides final design services for SR 434 from West of Jetta point to South of Artesia Street. SR 434 is an urban arterial with access classification 03. Project goals are to convert the 1.722 miles from a high speed bypass to a local road with introduction of 3 roundabouts.

Roadway Design Engineer / Deputy Project Manager, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties, Florida (2016-Present): Roadway segment lead tasked with corridor modeling and development of line and grade plans for the I-4/US 192 and I-4/Osceola Parkway Interchanges. Roadway segment lead tasked with design and development of temporary traffic control plans for SR 535 to facilitate construction of roadway and drainage elements. This project requires final design services (to approximately 50%) along I-4 from SR 528 to US 27. The project widens I-4 to the ultimate widening design of 3 general-use lanes, 2 special-use lanes, with collector-distributor roadways in some sections, and provides for a rail corridor. Services include finalizing line and grade, establishing right of way, permitting, final design, and procurement support for optional delivery methods. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits. Design verifies that all commitments made during the PD&E are addressed.

Osceola County Expressway Authority (OCX) - South of 17/92 to Cypress Parkway, Polk & Osceola County, Florida (2018-Present): Roadway and stormwater conveyance system design to facilitate protection and maintenance of intelligent transportation system devices along Poinciana Parkway. Responsibilities include final design and calculations for guardrail, stormwater side drains, and maintenance access.

Drainage Design Engineer, Wekiva Parkway Design, Section 7A, Seminole County, Florida (2016-2017): Roadway Designer assisting with updating drainage plans, redesign of median inlets, verification of all drainage structures in the corridor and development

of additional drainage cross sections. This contract provides final design services for the Wekiva Parkway (SR 429), Section 7A from east of River Oaks Circle to east of Orange Boulevard. The Wekiva Parkway connects SR 429 to SR 417 completing the beltway around northwest metropolitan Orlando and providing an alternative route to I-4. Section 7A is approximately 3.5 miles long and includes 14 new bridges. This design section uses the existing 2-lane SR 46 for the east-bound frontage roadway, adds an elevated 4-lane divided urban freeway with grass median, and adds a 2-lane west-bound frontage roadway. The frontage roads include bicycle lanes and sidewalks. In addition, the project includes interchange ramps at SR 46 and SR 429. A noise analysis was conducted and noise walls were included.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit - Phase 2 South, Florida. Prepared geometric design of Phase 2 south track alignment and for Phase 2 South Vehicle Storage and Light Maintenance Facility (VSLMF) track. Produced track/civil plan for Phase 2 South Project. Assisted with production of design and plans for two existing timber trestle bridge replacements on the Central Florida Rail Corridor (CFRC) (Milepost A810.8 timber trestle bridge replacement by three pipe culverts and Milepost A810.9 timber trestle bridge replacement by seven box culverts). Assisted with development of a work phasing plan for timber trestle bridge replacements, construction oversight, and design of alternative temporary track alignments (track detour/shoofly). Produced design and plans for bridge replacement drainage permits. Aided in preparing quantity estimates for track and structural plans. Assisted with developing and revising the hazard analysis (HA) and threat and vulnerability analysis (TVA) for Phase 2 South Project corridor and stations.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit - Phase 1, Florida. Provided review of Phase I (Initial Operating Segment) track design plans. Conducted alternative design analysis for Georgia Avenue track alignment, Winter Park track alignment (through the Winter Park Station), and Pineloch depressed industry track.

Roadway Engineer, Florida Department of Transportation - District 4, I-595 (SR 862) Corridor Improvements Design, Fort Lauderdale, Florida. Participated in preparation of signing and pavement markings design on the design-build project, per FDOT standard index and MUTCD. Coordinated with other AECOM offices in development of roadway, structures, and intelligent transportation system plans. Developed quantity estimates for signing and pavement markings. Prepared milling and resurfacing plans. Assisted with the production of traffic control plans and with verification of roadway geometry. Work was completed as a subconsultant to another firm.

Roadway Design Engineer, Florida Department of Transportation, Milling and Resurfacing of SR 2 (White Avenue) - Holmes County Line to Cotton, Holmes County, Florida. Project engineer for preparation of roadway and maintenance of traffic design plans.

Roadway Engineer, Seminole County, CR 426 Safety Improvements and Shoulder Construction, Orlando, Florida. Project engineer for preparation and development of roadway design plans.

Transit Engineer, All Aboard Florida, West Palm Beach Running Repair Facility. Project engineer responsible for assistance with running repair facility pit design and with structural reinforcing for concrete slabs and pit.

Office Location

AECOM

150 North Orange Avenue, Suite 200

Orlando, FL 32801

Tel: 407.843.6552

Fax: 407.839.1789

Areas of Expertise

Project Management
Transportation
Transportation Program
Management
PD&E Studies
Highway Design
Quality Control

Education

MSCE, Civil Engineering,
Purdue University, 1978
BSCE, Civil Engineering,
Purdue University, 1976

Registrations**Professional Engineer**

1986/Florida #36973
1992/Michigan #38982
1992/Arizona #26084
1992/Washington #28690
1983/Illinois #062-041282

Years of Experience

With AECOM: 32 Years
With Other Firms: 10 Years

M. Janet Everett, PE*Principal-In-Charge*

Jan Everett's experience includes a variety of transportation engineering, planning, design, and multi-disciplinary assignments involving area-wide transportation studies, corridor studies, project development studies, arterial and controlled access facility design, and interchange justification reports, as well as access, circulation, and parking studies. Her widely varied expertise extends to project management for large-scale transportation projects, general consulting services and program management.

Experience**PD&E Liaison, I-4 Ultimate Design, Section 4, Orange County, FL.**

PD&E Liaison for commitment compliance Interchange configurations for section 106 impacts and section 4(f) impacts for the final design of I-4 from south of Orange Blossom Trail to south of Ivanhoe Boulevard. This reconstruction project improves four miles of interstate to six general use lanes and four express lanes. The project also includes roadway improvements along two miles of SR 408. The project has major interchanges along I-4 at OBT, Kaley/Michigan, SR 408 and SR 50. The SR 408/I-4 Interchange is a complex four-level system-to-system interchange with extensive ramp reconstruction. There are also four local access interchanges within the limits of this system-to-system interchange.

Project Manager, General Consultant for FDOT District Five, FL.

Project Manager for this General Engineering Consultant contract with the FDOT District Five. AECOM is serving for the fourth consecutive selection term as the General Engineering Consultant for District Five, serving the Orlando metropolitan area (1999-Present). Working as an extension of the

District's staff, AECOM provides: on-call services by supplying the manpower to complete assignments during peak workload periods; assistance in the long-range programming of work efforts; and support in administration, planning, production and operations efforts. Assignments include planning, feasibility studies, PD&E evaluations, design, operations and maintenance activities.

Senior Transportation Engineer, I-75 Relief Corridor, Tampa Bay to I-75, Hernando, Citrus, Levy, Marion, Sumter, & Alachua Counties, FL. As part of AECOM's General Planning Consultant contract with Florida's Turnpike Enterprise, AECOM participated with the FDOT's Central Office staff and Florida's Turnpike Enterprise staff to performing the technical analyses for the I-75 Relief Study. The purpose of this study was to define potential new corridors that extend from the Tampa Bay area to the Jacksonville/Northeast Florida area. AECOM's role in this study was to evaluate alternative corridors for the implementation of a multi-modal corridor connecting the Tampa Bay area to northeast Florida. AECOM used the Preliminary Corridor Analysis Tool (PCAT), a GIS-based tool, to evaluate alternative corridors to serve the demand. AECOM was also responsible for the development of traffic projections for the new and existing corridors. The results were presented to the I-75 Relief Task Force to vet the various alternatives and present their recommendations for implementation.

Senior Transportation Engineer, East Central Florida Corridor Evaluation Study, Brevard, Osceola and Orange Counties, FL. AECOM is a member of the team selected by FDOT District 5 to conduct the evaluations of the nine corridors resulting from the preliminary work conducted and documented by the East Central Florida Task Force, a task force nominated by FDOT to address the transportation mobility and economic needs in the

area. The contract is task work order driven and activities to date have been limited to assembling the existing conditions data for the five existing corridors and the four proposed new corridors. The Land Suitability Mapping (a GIS-based tool) has been prepared for the study area and will be used to qualify the corridors and quantify potential adverse impacts. As funding is made available, the project will proceed to more detailed analyses to define alignments and programming of the improvements.

Procurement Manager, Poinciana Parkway Construction Management and CEI Services, Osceola and Polk Counties, FL. Project Manager providing general engineering services as part of the Construction Management/Construction Engineering and Inspection (CEI) services to the Osceola County Expressway Authority (OCX) for the Poinciana Parkway Design/Build (D/B) project. AECOM provided OCX with owner representative services for the duration of the project including procurement support, design/pre-construction support and construction support activities throughout the Design/Build delivery. The Poinciana Parkway project extends approximately 9.2 miles from Cypress Parkway to US 17 / 92 in Polk County. The project involved a 6,200-foot bridge over the Reedy Creek Mitigation Bank. The procurement services included evaluation of each Design/Build Firm's Technical Proposal relative to design and construction approaches that maximizes the project to be designed and built within the \$70 million maximum bid price. AECOM prepared the Engineer's Report in support of the sale of the Series 2013 Bonds that financed a portion of the project. AECOM provided oversight of all Design/Build activities as the Authority's owner's representative including negotiating the Design/Build agreement, design reviews, permitting reviews, coordination with local jurisdictions and permitting agencies and CEI services for the full project. AECOM also prepared the required documentation of the project progress to report to bondholders.

Project Manager, Florida's Turnpike Mainline Widening PD&E Study, Osceola and Orange Counties, FL. Project Manager for the PD&E Study for the widening of a 31-mile segment of Florida's Turnpike from the US 192 (Kissimmee/St. Cloud) interchange in Osceola County to the SR 50/Clermont interchange in Orange County from four lanes to six lanes and eight lanes. The project involved complete engineering analysis, a State Environmental Impact Report (SEIR), and public involvement for the 31-mile corridor. There are seven existing interchanges and one proposed interchange along the corridor, including four system-to-system interchanges. All interchanges were evaluated for operational impacts on the mainline and cross streets. The project required extensive coordination with 18 ongoing, planned and programmed projects by city, county and state agencies, as well as private developers that will affect this segment of Florida's Turnpike. Design phase coordination required the completion of the PD&E for the segment between the Beachline Expressway (SR 528) and I-4 in an accelerated seven-month schedule.

Project Manager, Veterans Expressway Widening PD&E Study, Hillsborough County, FL. AECOM completed a PD&E study for widening this existing four-lane facility to an ultimate eight-lane facility from Memorial Highway to Van Dyke Road. The Veterans Expressway serves as a primary commuter route in the Tampa Bay area with 10 interchanges in the 12-mile corridor. The project also included the 3-mile spur alignment (SR 568) of the Veterans Expressway connecting to Dale Mabry Highway. Since the opening of the Veterans Expressway in October 1994 the area has grown such that there is little undeveloped property adjacent to the corridor. To provide acceptable traffic operations is a challenge due to the close ramp spacing and short weaving sections. This is compounded by the original roadway alignment that included numerous horizontal and vertical curves and limited right-of-way to either avoid or minimize impacts to adjacent neighborhoods, development and the natural environment. The project involved the development and evaluation of alternatives, environmental assessments and an extensive public involvement program with community organizations, neighborhood associations, local jurisdictions and the general public. The project recommended all electronic toll collection to minimize the impacts of the proposed widening. The project includes a State Environmental Impact Report. The project is currently under construction.

Areas of Expertise

Roadway Design
Limited Access Highways
Interchanges
Express Lanes

Education

BSCE / 2015 / Civil Engineering /
Drexel University, Philadelphia, PA
BSAE / 2015 / Architectural
Engineering / Drexel University,
Philadelphia, PA

Registrations

2020 / Professional Engineer / Florida /
No. 90465

Years of Experience

With AECOM: 8 Years
With Other Firms: <1 Year

Samantha Forgas, PE

Transportation Engineer

Ms. Forgas is instrumental in numerous assignments working on multi-disciplined transportation projects including design of expressways, interstate highways, and interchanges. Her technical expertise is in roadway design including horizontal and vertical alignments, roadside design, 3D modeling, and plan production. She has been instrumental to producing quality work on a variety of projects involving roadway, drainage, lighting, signing and pavement marking, signals, utilities relocations, cost estimating, surveying, maintenance-of-traffic, right-of-way engineering, and permitting in Central Florida and throughout the United States.

Experience

Roadway Design Engineer, SH 35 and IH 610 Interchange, Houston, Texas (2020-Present): Roadway Design Engineer responsible for the development of schematic layout horizontal and vertical alignments for a divided highway, ramps, and frontage roads. This project consists of a new alignment, SH 35 from IH 45 to Dixie Drive, as well as a new 5 level system to system interchange for SH 35 and IH 610. Services include developing line and grade for both a final condition and an interim condition interchange as well as establishing right of way needs.

Roadway Design Engineer, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties,

Florida (2015-Present): Roadway Design Engineer providing roadway design for this final design project (to approximately 50%) along I-4 from SR 528 to US 27. The project widens I-4 to the ultimate widening design of 3 general-use lanes, 2 special-use lanes, collector-distributor roadways in some sections, and provides for a rail corridor. Services include establishing line and grade, establishing right of way, permitting, final design, and procurement support for alternative delivery methods. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits. Design will verify that all commitments made during the PD&E are addressed.

Roadway Design Engineer, SR 92 Widening from East Paulding Middle School to Old Burnt Hickory Road, Paulding and Cobb Counties, Georgia (2020-2021): Roadway Design Engineer responsible for the vertical design, 3D modeling, and cross section production for two new multi-lane roundabouts. This final design project widens a 5.7-mile segment of an urban arterial from 2 to 4 lanes with intersection improvements including two new roundabouts.

Roadway Design Engineer, SR 400 Express Lanes, Fulton and Forsyth Counties, Georgia (2017-2021): Roadway Design Engineer providing preliminary design (to approximately 50%) including horizontal and vertical alignments, 3D modeling, and cross section development. The project widens 14 miles of SR 400 from Spalding Drive to McGinnis Ferry to 4 general-use lanes, 2 managed lanes, and Bus Rapid Transit accommodations, including park-and-ride and stations. Services include establishing line and grade, establishing right of way, permitting, development of costing plans, and procurement support for alternative delivery methods. Elements of work include roadways, structures, intersections, interchanges, surveys, drainage, signing and pavement markings, utility relocation, maintenance of traffic, cost estimates and environmental permits.

FDOT In-House Consultant for Roadway Design, FDOT District 5, Deland, Florida (7/2018-12/2018): Provided In-House roadway design and production support as part of the General Engineering Consultant Contract with District 5. Provided roadway design, plan production and 3D modeling support for a variety of roadway projects including a roadway widening project with a new grade-separated rail crossing and an interstate resurfacing project.

Roadway Design Engineer, Daryl Carter Parkway and I-4 Interim Interchange (FM No.: 441113-1), Orange County, Florida (2017-Present): Roadway Design Engineer providing roadway design for this new diverging diamond interchange. This project requires final design services to develop construction plans for an interim interchange that interfaces with I-4 Beyond the Ultimate design. Project challenges include minimizing throw-away and interfacing/phasing of construction improvements. Services include final roadway design, establishing right of way, permitting, and development of pay items and construction quantities all under a design/bid/build delivery. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys,

drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits.

Civil Engineer Intern, I-78/SR 61 Interchange and Bridge Reconstruction, Berks County, Pennsylvania (2015): Civil Engineer Intern providing roadway and drainage design and production support for this reconstruction project. AECOM, as a subconsultant, is providing environmental and engineering services for the reconstruction of the I-78/SR 61 Interchange and historic bridge over the Schuylkill River. This project, which involves bridge widening and SR 61 interchange reconfiguration, also included an environmental component to address impacts to multiple densely located historic sites and multiple parks, trails, and water trails located within the project area.

Civil Engineer Intern, I-80 Reconstruction Alternative Analysis, Environmental Assessment, and Design Services, Monroe County, Pennsylvania (2014): Civil Engineer Intern providing roadway design development and evaluation support for this reconstruction project. AECOM is leading a multi-phase project that is evaluating the need for widening Interstate 80, a four-lane limited access highway segment, through a densely populated urbanized corridor. We are performing environmental clearance, preliminary design, final design, and construction consultation for the reconstruction and widening of 3.5 miles of I-80 from east of PA-33 (Exit 302) to east of PA-191 (Exit 307) in Stroud Township, and the Boroughs of Stroudsburg and East Stroudsburg in Monroe County.

Civil Engineer Intern, I-95/I-276 Turnpike Interchange Reconstruction, Bucks County, Pennsylvania (2014-2015): Civil Engineer Intern providing roadway design and production support for this reconstruction project. This project involves the widening and reconstruction of SR 0095, Section D20 in Bucks County, Bristol and Bensalem Townships, Commonwealth of Pennsylvania from approximately 2000 feet south of Neshaminy Creek to the Pennsylvania Turnpike. Work along the roadway includes full depth, variable width concrete pavement widening and reconstruction, pavement markings, signing, stormwater management facilities, erosion and sedimentation control measures, a 3-span 201-foot long Pa Bulb Tee Beam bridge, a 15-span 2,487-foot long combination Steel Girder and Pa Bulb Tee Beam bridge, sound walls, MSE and Pre-cast modular retaining walls, sign structures, bridge approach slabs, guiderail, sanitary sewer work, highway lighting, stream mitigation, and drainage.

Civil Engineer Intern, I-78 Krumsville Interchange Reconstruction, Berks County, Pennsylvania (2013-2014): Civil Engineer Intern providing roadway and drainage design and production support for this reconstruction project. This project involves reconstruction of approximately 1 mile of SR 0078, reconfiguration of the SR 0078/SR 0737 interchange ramps, re-alignment of SR 0737 and T-822 Zettlemoyer Road, replacement of the SR 0737 Bridge over SR 0078, barrier modifications to the SR 0078 Bridge over Old Route 22, three retaining walls, one sound barrier, two cantilever sign structures, highway lighting, ITS relocation, flashing warning device improvements, drainage system improvements, guide rail, safety barriers, signing, and pavement marking.

Civil Engineer Intern, Norfolk Southern Corporation Pipe and Wire Program, Various Cities and States (2011-2012): Civil Engineer Intern providing review and approval support for this contract. AECOM processed all applications for construction of utility facilities on railway right of way, including pipelines for water, sewer, stormwater, natural gas, petroleum, and wire lines for fiber optic cable, power, telecommunications and cable TV. The program included receipt of all applications, review and approval of proposed design plans, negotiation with sponsors to ensure compliance, preparation of license agreements and fee calculations, agreement negotiation and distribution/archiving of final agreements. The program involved facilities in 23 states, each with unique right-of-way statutes. Approximately 100 applications are processed per month.

Areas of Expertise

Roadway Plans
Transportation Design

Education

BSCE, 1988, Civil Engineering,
University of Central Florida

Registrations

2003 / Professional Engineer / Florida
#59893

1993 / Professional Engineer / North
Carolina #18924

Certifications

2003 / Advanced Work Zone Traffic
Control

Years of Experience

With AECOM: 14 Years
With Other Firms: 13 Years

Professional Affiliations

American Society of Civil Engineers
(ASCE)

Garfield (Gary) L. Foster, PE

Office of Design Support: Roadway Design Support, Criteria and Standards

Mr. Foster has extensive experience in transportation design and preparation of roadway construction plans development on a variety of project types ranging from roadway widenings to multi-level interchanges. He has directed and reviewed the design and preparation of preliminary, right-of-way, final roadway plans and cost estimates according to FDOT / NCDOT and AASHTO standards and guidelines utilizing Intergraph Microstation J, Microstation V8, and GEOPAK software. Typical projects are described below.

Senior Project Engineer, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties, Florida. Senior Project Engineer providing final design services to approximately 50% along I-4 from SR 528 to US 27. The project widens I-4 to the ultimate widening design of 3 general-use lanes, 2 special-use lanes, collector-distributor roadways in some sections, and provides for a rail corridor. Services include adding line and grade, establishing right of way, permitting, final design, and procurement support for optional delivery methods. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits. Design will verify that all commitments made during the PD&E are addressed.

Project Manager and Senior Project Engineer, FDOT's I-4 Ultimate Improvements, Section 4, Orange County, Florida. Managed the development of interstate design and construction plans for the reconstruction of four (4) miles of I-4 through City of Orlando's Central Business District. This reconstruction project expands four miles of interstate to six general use lanes and four express lanes and includes a total of 44 bridges. The project also includes roadway improvements along two (2) miles of the Orlando-Orange County Expressway Authority's SR 408, a tolled facility. The project includes four (4) major interchanges within the four miles of I-4 located at Orange Blossom Trail, Kaley / Michigan, SR 408 and SR 50. The SR 408 / I-4 Interchange is a complex four-level system-to-system interchange with extensive ramp reconstruction. There are also four local access interchanges within the limits of this system-to-system interchange. Additional elements of the project includes: extensive use of aesthetic elements on bridges and retaining walls, an active railroad line adjacent to the corridor and crossing under I-4, groundwater and soil contamination, construction of interchange ramps over an electric substation, bridge foundation selection to minimize vibration on adjacent business, fire protection system within the SR 408 / I-4 interchange, sound walls, accommodation of a future commuter rail system, and major utility relocations. In addition to the typical project management duties AECOM was also scoped to provide plans review services for FDOT for several City of Orlando street improvement projects located within the I-4 Ultimate Improvements project limits. Estimated Construction Cost: \$1.4 Billion

Senior Project Engineer / Asst. Project Manager, I-4 / SR 408 Interim Interchange, Orange County, Florida. Designed and managed the highway improvements to this major interchange in Downtown Orlando. This project represents a joint undertaking between the Central Florida Expressway Authority (CFX) and the Florida Department of Transportation, District Five (FDOT) and is considered the first phase of the ultimate improvements along I-4 and to this interchange. As such, provisions were made during design to accommodate the ultimate improvements. Design of the interim improvements to the interchange included the widening of I-4 to accommodate new ramp construction for this interchange, reconstruction of Anderson Avenue over I-4, new system to system interchange ramps, and 10 bridge structures. Additional elements of the project includes: extensive use of aesthetic elements on bridges and retaining walls, an active railroad line adjacent to the corridor and crossing under I-4, groundwater and soil contamination, bridge foundation selection to minimize vibration on adjacent business, fire protection system, accommodation of a future commuter rail system, and major utility relocations. Construction Cost: \$120 Million.

Senior Design Engineer, FDOT's I-4 / US 192 Interchange, Osceola County, Florida. Provided internal QA/QC reviews for the reconstruction of the existing interchange at I-4 and US 192. The proposed improvements will make this a four-level interchange with six new bridges and one bridge widening. The scope of services for this project includes final design and preparation of final construction documents including roadway, drainage, structures, maintenance of traffic, signing/pavement markings, signalization,

SMIS, lighting and utilities. This project also involves design and right-of-way mapping, as well as environmental services and permitting. Design requires maintaining existing traffic along I-4 and US 192 while totally reconstructing the interchange. In addition, all improvements are being designed to accommodate the ultimate improvements along I-4 requiring preliminary design of the ultimate I-4 mainline and ramp improvements.

QA/QC, FDOT's I-4 / SR 46 Interchange Design, Seminole County, Florida. AECOM was selected for redesign of a system to service interchange that connects SR 400 (I-4) to SR 46 in Seminole County. The project also includes development of a westbound CD system that ties SR 46, SR 417, and CR 46A interchanges together. Specifically, this project involves realignment of a two-lane exit ramp and two one lane on ramps, relocation of a two lane exit ramp, one new loop ramp, widening of an existing CD system and extension of the existing CD system. This project also includes widening of three bridges, Loop Ramp Bridge over SR 46, CD Bridge over SR 417 on/off Ramps and CD Bridge over 417 off ramp. Final design services include preparation of final construction documents for roadway, drainage, maintenance of traffic, signing/pavement marking, signalization, lighting, ITS and structures. This project also involves design survey and geotechnical services as well as obtaining the environmental permits.

Sr. Roadway Design Engineer, Wekiva Parkway Design, Section 7A, Seminole County, Florida. Senior Roadway Design Engineer for this contract to provide final design services for the Wekiva Parkway (SR 429), Section 7A from east of River Oaks Circle to east of Orange Boulevard. The Wekiva Parkway connects SR 429 to SR 417 completing the beltway around northwest metropolitan Orlando and providing an alternative route to I-4. Section 7A is approximately 3.5 miles long and includes 14 new bridges. This design section uses the existing 2-lane SR 46 for the east-bound frontage roadway, adds an elevated 4-lane divided urban freeway with grass median, and adds a 2-lane west-bound frontage roadway. The frontage roads include bicycle lanes and sidewalks. In addition, the project includes interchange ramps at SR 46 and SR 429. A noise analysis was conducted, and noise walls were included.

Senior Design Engineer, General Consultant for District Five of the Florida Department of Transportation, Florida. Assisted with this General Engineering Consultant contract with the Florida Department of Transportation, District Five. AECOM is serving as an extension of the District's staff over a five-year period providing on-call services by supplying the manpower to complete assignments during peak workload periods; assistance in the long-range programming of work efforts; and support in administration, planning and production/operations efforts. Specific responsibilities have included design review for Phases I, II, III, and IV for the I-95 widening, via the FDOT's online ERC system and review of the proposed improvements for the existing rail crossing for the SunRail Project.

Deputy Project Manager, Central Florida Expressway Authority's (CFX) Maitland Boulevard Extension and SR 429 / SR 414 Systems Interchange Design, Orange County, Florida. Deputy Project Manager for the final design of the Maitland Boulevard Extension including the interchange at SR 429/SR 414. The project limits extend from west of Clarcona Road to west of the existing SR 429 and from the existing SR 429 to CR 437A north to Boy Scout Road. This new limited access roadway includes two general use lanes in each direction and a 64-foot median to accommodate future widening to a six-lane facility for SR 429. SR 414 includes three general use lanes in each direction and a paved median with barrier wall. Major interchange and roadway improvements on the project include: Realignment and extension of SR 429 from south of the existing CR 437A interchange north to Boy Scout Road; a new limited access roadway (SR 414) from realigned SR 429 east to west of Clarcona Road; system interchange ramps at realigned SR 429 and the SR 414 extension; system interchange ramps at existing SR 429 (now SR 429A) and SR 414; and removal of existing SR 429 from south of CR 437A to SR 414.

Deputy Project Manager, SR 408 / SR 417 Ultimate Interchange Improvements, Orlando, Florida (2011 – 2013): Deputy Project Manager providing design services to the Central Florida Expressway Authority (CFX) to complete the SR 408/SR 417 interchange improvements (Contract 253F) begun under CFX Contract 253E. The improvements for this contract include the interchange movements to and from SR 417, south of the interchange. In addition, improvements along SR 417 will extend south over Econlockhatchee Trail and Lake Underhill Road. The interchange includes five new ramp structures: Ramp A from westbound SR 408 to southbound SR 417, Ramp C from northbound SR 417 to westbound SR 408, Ramp D1 from eastbound SR 408 to southbound SR 417, Ramp E from southbound SR 417 to eastbound SR 408, and a two-lane ramp over Econlockhatchee Trail. Ramps A, C and D1 are high-level multiple-span curved structures and will use Prestressed Concrete U-Beams, which will be one of the first of this beam type used in Florida. In addition, the existing parallel bridges for SR 417 over Lake Underhill Road and SR 417 over Econlockhatchee Trail require widening to accommodate the expanded SR 417 section and ramp connections. Critical issues include roadway geometry, maintenance of traffic, structures design, drainage and permitting and utility coordination.

Areas of Expertise

Civil Engineering
Drainage Designing
Stormwater Management
Water Modeling
Floodplain Managing

Years of Experience

With AECOM: 5+ Years
With Other Firms: 1.5 Years
With Research Projects: 5 Years

Education

PhD / 2015 / Civil Engineering /
University of Central Florida
ME / 2012 / Water Engineering &
Management / Asian Institute of
Technology
BS / 2009 / Civil Engineering /
Bangladesh University of Engineering
and Technology

Licenses/Certifications

2018/Professional Engineer / Florida
#85617
Certified Financial Manager # US-17-
09924

Professional Societies

American Society of Civil Engineers
Association of State Floodplain
Managers

grading.

Debapi Kumar Ghosh, PhD, PE, CFM

Drainage Roadway Engineer at AECOM and Adjunct Faculty at University of Central Florida

Dr. Ghosh is a highly resourceful and motivated engineer with excellent analytical ability and professional experience. He has over 6 years of practice in design and engineering, and a total of 5 years of practice in the design and analysis of stormwater management facilities. Besides, he worked another 5.0 years in hydrology, hydraulics, and stormwater-related research projects during his master's and Ph.D. studies. He is skilled in designing stormwater management systems, cross drain, storm drain systems, and open channel conveyance systems, preparing drainage reports and applying complex hydrological and hydraulic concepts to design and simulation. He is familiar with FDOT, GDOT and TxDOT criteria. He is proficient with MicroStation, GEOPAK Drainage, ICPR, HY-8, PondPack, PONDS software.

Drainage Engineer, Marigold Avenue and Cypress Parkway, Polk County, FL (2021-Present):

The project is to widen the 2-lane Marigold Avenue and Cypress Parkway roadway to a 4-lane section with bike lanes, a sidewalk along one side, and a 12-foot multi-use trail along another side. Drainage Engineer will identify, evaluate, and recommend alternatives to address stormwater treatment, attenuation, conveyance, and floodplain compensation requirements for the County's proposed improvements to Marigold Avenue and Cypress Parkway.

Drainage Engineer, Engineer of Record, Benjamin Road and Barry Road Intersection Improvements, Hillsborough County, FL (2020-Present):

The project is to improve the intersection of Benjamin Road and Barry Road. Some locations on Benjamin Road have experienced flooding issues in the past. The most pressing constraint of the project is that it has a flat roadway grading. The project limits also have the restricted right-of-way and proximity of adjacent property owners along Benjamin Road and Barry Road. The drainage engineer was responsible for designing the storm drain system within the restricted right-of-way and existing mild roadway

Drainage Engineer, Engineer of Record, Econlockhatchee Trail South-Palm Garden, Orange County, FL (2020-Present):

The purpose of the project is to restore a historic outfall connection that has been impacted by permitted developments on the Palm Gardens property adjacent to the Econlockhatchee Trail Roadway project. Orange County has received complaints from residents of the Valencia Gardens community regarding wetland water stages of the North Wetland located in the Northwestern corner of Valencia College Lane and Econlockhatchee Trail. To restore the historic condition, the drainage engineer proposed a mix open channel and pipe conveyance facility, ultimately outfall through the existing drainage facility across the North Econlockhatchee Trail and Valencia College East Campus to the little Econ River System.

Drainage Engineer, I-635 LBJ East Design-Build Project, 1S- Skillman, 1A and 3- South Mesquite Creek, Dallas, TX (2019-Present): Drainage Engineer responsible for designing the storm sewer system and evaluating the hydraulic performance of the system for the proposed lane expansions at Skillman Street and side streets, part of the Interstate 635 LBJ East Project. The Drainage Engineer provides the design supports for designing the storm drains systems, cross-drains, ditches, and temporary drainage system for the Management of Traffic. The original design-build project is to reconstruct 10 miles IH 635 to provide five general-purpose lanes, two tolled-managed lanes, and two to three frontage road lanes from US 75 to near Royal Lane/Miller Road.

Drainage Engineer, SR 92 Realignment and Grade Separation, GA (2018-2019): Georgia department of Transportation (GDOT) proposes to widen and reconstruct SR 92/Dallas Acworth Highway from a 2-lane facility to a divided 4-lane facility. The total length of the proposed projects is 4.5 miles and is located within Paulding and Cobb Counties. Drainage engineer was responsible for evaluating a total of 28 drainage ponds for MS4 compliance. A 10% downstream analyses were performed at the study points

where the total contributing drainage basin is approximately 10 times the onsite basins. Results from the downstream analyses were used to determine if detention ponds are needed.

Project References

1. Marigold Avenue and Cypress Parkway, Polk County, FL: Julius Robert, Design Manager, AECOM, 863-519-9504, robert.julius@aecom.com
2. Econlockhatchee Trail South-Palm Garden, Orange County, FL: Dustin Perkins, Design Manager, AECOM, 407-992-4392, dustin.perkins@aecom.com
3. Benjamin Road and Barry Road Intersection Improvements, Hillsborough County, FL: Julius Robert, Design Manager, AECOM, 863-519-9504, robert.julius@aecom.com
4. I-635 LBJ East Design-Build Project, Texas Department of Transportation (TxDOT): Dustin Perkins, Design Manager, AECOM, 407-992-4392, dustin.perkins@aecom.com
5. SR 92 Realignment and Grade Separation, Georgia Department of Transportation (GDOT): Dustin Perkins, Design Manager, AECOM, 407-992-4392, dustin.perkins@aecom.com
6. I-4 Beyond the Ultimate, Florida Department of Transportation (FDOT): Dustin Perkins, Design Manager, AECOM, 407-992-4392, dustin.perkins@aecom.com
7. Econlockhatchee Trail Widening, Orange County: Dustin Perkins, Design Manager, AECOM, 407-992-4392, dustin.perkins@aecom.com
8. Project Cuatro Plant Expansion at the Georgia Pacific Mill in Palatka, Georgia-Pacific: Dustin Perkins, Design Manager, AECOM, 407-992-4392, dustin.perkins@aecom.com
9. Quantify shallow and deep groundwater depletion by streamflow recession and water balance analysis, International Food Policy Research Institute (IFPRI): Dr. Dingbao Wang, Assistant Professor; 407-823-1449, dingbao.wang@ucf.edu
10. An integrated climate change assessment tool for flooding of the Lower St. Johns River, Florida Sea Grants: Dr. Dingbao Wang, Assistant Professor; 407-823-1449, dingbao.wang@ucf.edu

Computer Skills

Water modeling software: HEC-RAS; GIS and design packages: Arc GIS 10.0

Design software: Microstation, GeoPak, InRoad; Drainage Design Software: ICPR, PONDS, PondPak

Culvert Design Software: HY-8, Computational package: MATLAB

Selected Publications

Ghosh, D. K., Wang, D. and Zhub, T. (2016), On the transition of base flow recession from early to late stages, *Advances in Water Resources*, 88, 8-13, DOI:10.1016/j.advwatres.2015.11.015.

Ghosh, D. K., Wang D., Bilskie, M. V. and Hagen, S. C. (2015), Quantifying changes of springshed area and net recharge through recession analysis of spring flow, *Hydrological Processes*, DOI: 10.1002/hyp.10970.

Shrestha, S. Pandey, V. P., Chanamai, C. and Ghosh, D. K. (2013), Green, blue and grey water footprints of primary crops production in Nepal, *Water Resources Management*, 27(15), 5223-5243.

Languages

English, Bengali

Chronology

04/2016 – Present: AECOM, Orlando, FL

01/2013-12/2015: University of Central Florida (UCF), Orlando, FL

08/2011-12/2012: Asian Institute of Technology (AIT), Pathumthani, Thailand

04/2009-07/2010: Asian Traffic Technologies Ltd. (ATT), Dhaka, Bangladesh

Areas of Expertise

Roadway Design
Transportation Design
Project Management

Education

BSCE, 2003, Civil Engineer, University of Florida

Registrations

2007 / Professional Engineer / Florida / No. 67440

Years of Experience

With AECOM: 17 Years
With Other Firms: 0 Years

Professional Affiliations

American Society of Civil Engineers (ASCE)

Vacilios (Bill) Liatsos, PE

Project Manager & Roadway Design Team Lead

Mr. Liatsos' expertise includes all phases of project management and highway design including; contract management, client interaction, project management and delivery, coordinate geometry, horizontal and vertical alignment, pavement markings, pavement design, cost estimation, tabulation of quantities, and general CAD. Mr. Liatsos has shown familiarity with FDOT specifications and standards, as well as city and county permitting processes. He is also skilled in structural and stormwater design and analysis. Mr. Liatsos is proficient in multiple engineering software programs including: Microstation, Geopak, AutoCADD,

Experience

Project Manager, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties, Florida (2015-Present): Project Manager leading all design and professional services efforts, including contract and project management, client interaction, and directing multiple interdisciplinary design teams across offices including 12 subconsultant firms. The project requires final design services (to approximately 50%) along I-4 from SR 528 to US 27. The project widens I-4 to the ultimate widening design of 3 general-use lanes, 2 special-

use lanes, collector-distributor roadways and elevated lanes in some sections, and provides for a rail corridor. Services include adding line and grade, establishing right of way, permitting, final design, and procurement support for optional delivery methods. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits. Design verifies that all commitments made during the PD&E are addressed.

Highway Design Engineer and Deputy Project Manager, General Consultant for District Five of the Florida Department of Transportation, Florida (2007-present): Deputy Project Manager providing Project Management, Program Management and Contract management on the General Engineering Consultant Contract to FDOT District 5. Senior Roadway Engineer assisting the District in the preparation of Request for Proposal Packages (RFP's) for various design-build projects, including the development of concept plans, participating in ATC reviews, and assisting the District with procurement activities. He was also involved in reviewing plans for compliance with Federal and State standards as they relate to the pavement design, safety elements, American with Disabilities Act (ADA) compliance and bridge design as outlined in the Local Agency Program Agreement on the local projects funded through ARRA. In addition, Mr. Liatsos assisted the District in completing the Federal checklists and moving ARRA projects through design approval and passing the projects to the District construction staff for letting by the local agencies. AECOM is serving as an extension of the District's staff for a fourth five-year period providing: on-call services by supplying the manpower to complete assignments during peak workload periods; assistance in the long-range programming of work efforts; and support in administration, planning, production and operations efforts.

Manager of Engineering Services and Deputy Project Manager, SR 434 Roundabouts Design, Seminole County, Florida (2020-Present): Deputy Project Manager leading coordination efforts between design disciplines including: roadway, drainage, lighting, landscaping, geotechnical, and Survey and Mapping. Project includes safety and operational improvements of SR 434 in Oviedo, FL by incorporating roundabouts at three intersections. Project also includes converting the roadway from a Rural Typical to a Multi-modal friendly Urban typical section. This project is administered by Seminole County with extensive coordination with FDOT District 5. Project is LAP funded for Design with the intention of future LAP funding for R/W acquisition and construction and includes coordination with multiple stakeholders included the client Seminole County, FDOT, and the cities of Winter Springs and Oviedo..

FDOT In-House Consultant for LAP/JPA Project Management, FDOT District 5, Deland, Florida (2009-2012): Provided Project Management Assistance on LAP projects to FDOT Project Management Group as part of the General Engineering Contract with District 5. Participated in the oversight and development of 151 Stimulus funded LAP projects and over 100 LAP/JPA projects. Responsibilities included Plans/Specs/Estimate reviews, Consultant and Construction Contract Review, Design/Build RFP Development and Review, Project Management and Scheduling etc. LAP Project Management involved coordination with many local municipalities/governments, MPO's, and several departments within FDOT.

Project Engineer, Central Florida Commuter Rail Transit, Volusia, Seminole, Orange and Osceola Counties, Florida (2012-2018): Project Engineer responsible for the review of various design plans submitted for the Phase I (Initial Operating Segment) of the SunRail commuter rail transit project. Work efforts completed under the General Engineering Consultant Contract with FDOT, District 5. Specific responsibilities included review of design plans (track, grade crossing and drainage plans), coordination with the Design/Build/Maintain Firm responsible for the design and construction of the project, and tracking of submittals. Also responsible for reviewing safety and security certifications for Phase I.

Project Manager, I-75 Improvements, Sumter County, Florida (2012-2017): Project manager responsible for Final 60% plans submittal. Other activities include overseeing an additional task work order, issued under our GEC contract, to study extending the original 6 laning of I-75 north through the Turnpike Interchange. Additional work efforts include assisting in development of RFP for the design/build letting of the I-75 improvements project.

Design Engineer, SR 436 and Red Bug Lake Road Improvements Post Design Services, Seminole County, Florida (2010-2014): Roadway Engineer of Record involved in all aspects of Post Design Services including: Plans Revisions, Shop Drawing Review and Coordination, RFI Review and Coordination, Bidding Assistance, etc. This phase of the project involved coordinating with multiple stakeholders included the client Seminole County, FDOT, and the CEI.

Design Engineer, SR 436 / Red Bug Lake Road Design, Seminole County, Florida (2006-2010): Roadway Project Engineer responsible for all aspects of roadway geometry and design including: horizontal and vertical alignment, access management, superelevation, intersection design, driveway design and coordination, pavement design, vertical clearance, cost estimate, tabulation of quantities, sidewalk layout and design, cross sections, and plans production. Other project responsibilities include Client Interaction, Coordination with subcontractors/other design disciplines, Public Meetings, etc. This Seminole County project widens SR 436 to 8 lanes, widens Red Bug Lake Road to 6 lanes, adds a Flyover Ramp for the southbound SR 436 to eastbound Red Bug Lake Road movement. The project involved coordinating with multiple stakeholders including Seminole County, FDOT and the City of Casselberry.

Design Engineer, I-75 Improvements, Sumter County, Florida (2007-2009): Responsible for roadway geometry and design including: horizontal and vertical alignment, Alternative Interchange Configuration Analysis (e.g. SPU), Pavement Design, and Typical Sections for the I-75 Improvements from south of the CR-470 Interchange to south of the Turnpike Interchange. This FDOT District 5 project consists of adding an inside lane to I-75 making the Interstate 6 lanes for a distance of 6.7 miles. The project includes reconstruction of the interchange at CR 470.

Design Engineer, I-4 / SR 46 Interchange Improvements, Seminole County, Florida (2005-2007): Responsible for roadway geometry and design including: horizontal and vertical alignment, ramp terminals, superelevation and SSD calculations for the Interchange Improvements at I-4 and SR 46. Other project responsibilities include Pavement Design, Cost Estimates, Tabulation of Quantities, Roadway Grading, and Electronic Delivery. This FDOT District 5 project consists of adding a large Westbound collector /distributor ramp that will service the interchanges at I-4 and SR 46, I-4 and SR 417, and I-4 and CR 46A. The project also reconfigures the entire SR 46 and Westbound I-4 Interchange.

Design Engineer, Maitland Boulevard Extension and SR 429 / SR 414 Systems Interchange Design, Orange County, Florida (2004-2008): Responsible for roadway geometry and design; horizontal and vertical alignment, ramp terminals, vertical clearance, superelevation and SSD calculations for the final design of the Maitland Boulevard Extension including the interchange at SR 429/SR 414. Other project responsibilities include cost estimates and quantities and extensive 3-dimensional grading using Geopak site. The project limits extend from west of Clarcona Road to west of the existing SR 429 and from the existing SR 429 to CR 437A north to Boy Scout Road. This new limited access roadway includes two general use lanes in each direction and a 64-foot median to accommodate future widening to a six-lane facility for SR 429. SR 414 includes three general use lanes in each direction and a paved median with barrier wall. Major interchange and roadway improvements on the project include: Realignment and extension of SR 429 from south of the existing CR 437A interchange north to Boy Scout Road; a new limited access roadway (SR 414) from realigned SR 429 east to west of Clarcona Road; system interchange ramps at realigned SR 429 and the SR 414 extension; system interchange ramps at existing SR 429 (now SR 429A) and SR 414; and removal of existing SR 429 from south of CR 437A to SR 414.

Steven Mikesell, PE

Design Support: Traffic Design; Emergency Support: Design

Steven Mikesell serves as the Florida Traffic/Transportation Engineering Manager for the greater Florida area and has broad-based expertise that includes a wide range of projects in transportation planning, roadway design and traffic engineering. Areas of expertise include traffic simulation and visualization, signal timing and progression analysis, traffic impact studies, roadway design and corridor studies. Knowledgeable in all areas of traffic operations studies, analysis of roadway capacity, travel corridor access, alternatives analysis, signal warrant analysis, arterial and intersection levels of service, land use impacts, mitigation measures, and signing and striping of roadways. Combination of modeling experience and operational analysis includes the use of CORSIM, VISSIM, Synchro/SimTraffic, Sidra, HCS, PASSER and TRANSYT-7F.

Experience

Project Engineer, Southwest Bus Rapid Transit (BRT), Jacksonville Transportation Authority, Jacksonville, FL. Project Engineer for the traffic analysis and simulation, preliminary and final design phases of the First Coast Flyer (FCF) Southwest BRT project. The project is a 13-mile corridor from the Orange Park Mall to Downtown Jacksonville and includes 16 standalone BRT stations, four intersection improvements for queue jump lanes, transit signal priority (TSP) at 23 intersections, ITS improvements, 3 miles of sidewalk improvements and reconfiguring the SR 21 bridge over CSX and US 17 to implement a multi-use path.

Project Engineer, Transit Signal Priority Implementation on CR 527 (S. Orange Avenue), FDOT District Five, Orlando, FL. Project Engineer responsible to provide services for the transit signal priority (TSP) timing development and implementation of nine (9) traffic signals along CR 527 (Orange Avenue) from Fairway Woods Road to SR 482 (Sand Lake Road) in Orange County, Florida. The total corridor length is approximately 4.6 miles.

Project Manager, FDOT Central Office Chief Engineer/TSM&O Contracts, Emergency Shoulder Use (ESU), FL. Project Manager responsible to evaluate alternatives for emergency evacuation on several major state highway corridors. The task work order included traffic operational simulation analysis using VISSIM, field reviews with FDOT District staff, and concept plan development to outline the evacuation alternatives. ESU was first implemented successfully on I-75 from Wildwood to the Georgia state line and on I-4 from Tampa to Orlando in September of 2017 prior to Hurricane Irma, which resulted in the state's largest evacuation ever recorded.

Project Manager, FDOT District Five, Integrated Corridor and Active Arterial Management (ICM/AAM), FL. Project Manager responsible for a staff of engineers and operators at a freeway and arterial management operations center that is operated seven days a week. Duties include managing and assisting the signal timing engineers and operators in management of multiple arterial roadways throughout District 5. Monitor all ITS Devices, including but not limited to Bluetooth readers, network switches, adaptive signal control systems, microwave vehicle detection systems, and closed circuit television equipment belonging to FDOT and report any issues in a timely manner to ensure minimal downtime.

Traffic Engineer, General Engineering Consultant (GEC) Services Contract, FDOT District Five, FL. Traffic Engineer responsible for the general engineering consultant contract providing support to the Department for a wide range of engineering, architectural, surveying/mapping, technical, management and administrative services to assist bringing to completion as expeditiously as possible numerous projects within the work program for District 5 and support the operation, maintenance and construction of the state highway system. The GEC functions as an extension of the Department's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement.

Project Engineer, Central Florida's Commuter Rail Transit (SunRail) Phases I, II, & III FDOT District Five, Sanford, FL. Project Engineer on first three Phases to support District 5 with identifying, evaluating and mitigating challenges on the project and preparing rail preemption studies. The design-build-maintain contract included the design, engineering, construction, testing and commissioning

Areas of Expertise

Transportation Planning
PD&E and Corridor Studies
Traffic Engineering Design
Traffic Engineering Studies
Traffic Signal Systems
Transit Design & Studies
Intelligent Transportation Systems
Communication Systems Design

Education

BS, Civil Engineering, University of Central Florida, 1997

Registrations

2002 / Professional Engineer / Florida #58703

Certifications

IMSA Traffic Signal Technician Levels I & II and Traffic Signal Inspector certified

Professional Affiliations

Institute of Transportation Engineers

Years of Experience

With AECOM: 2 Years

With Other Firms: 19 Years

of the Initial Operating System (IOS) for revenue service. The 31-mile initial operating segment (Phase I) was a design, build and maintain contract, which included the design, engineering, construction, testing and commissioning of the system for revenue service. The project included a new dispatching center in Sanford, improvements to 76 automatic highway warning crossing systems, 19 new wayside signal locations and 12 new interlockings.

Engineer of Record, Wekiva Parkway Project 1A 429-202, Orlando-Orange County Expressway Authority (OOCEA), Orange County, FL. Engineer of Record for the design and plan preparation of the signalization and signing and pavement marking and plans for the first segment of the Wekiva Parkway.

Project Engineer, Districtwide Traffic Operations Studies, FDOT District Five, Districtwide, FL. Project Engineer responsible for performing a variety of traffic studies, including signal warrant studies, signal retiming studies, intersection analysis, access management, intersection qualitative assessments, pedestrian studies and safety studies.

Lead Project Engineer, I-4 Ultimate Design Traffic Simulation and Operational Analyses, FDOT District Five, Orlando, FL. Lead Project Engineer responsible for performing a complex traffic operational analysis of the proposed I-4 Ultimate Design configurations between SR 435 and SR 434 using VISSIM. The analysis focused on the I-4 facility and interchanges' operational performance, focusing on the ability of the proposed I-4 Ultimate Managed Lanes design to control, manage and reduce corridor traffic congestion. Assembled and calibrated a complex traffic simulation model of the corridor, which includes approximately 20 miles of interstate freeway, 21 interchanges, and 70 signalized intersections. The modeling effort included developing a new algorithm that was responsive to dynamically changing traffic assignments because of traffic congestion and variable managed lane demands.

Compliance Engineer, I-4 Ultimate Project Construction Oversight Services (COS), FDOT District Five, Orlando, FL. Compliance Engineer for the review of maintenance of traffic plans for the design and construction period of this large P3 contract, which involves 21 miles of wholesale improvements to the I-4 corridor from west of Kirkman Road to east of SR 434. The project includes the reconstruction of I-4 to accommodate in each direction, three general use lanes, auxiliary lanes, and two express lanes.

I-4 Ultimate P3 Consultant, RS&H - FDOT District Five, Orlando, FL. Assisted the District 5 P3 consultant in review of Alternative Technical Concepts (ATC's) developed by the Concessionaire Teams during the selection of the proposals for the I-4 Ultimate corridor from west of Kirkman Road to east of SR 434.

Engineer of Record, Buena Vista Drive Widening, Epcot Interchange, & Osceola Parkway Interchange at Victory Way, Reedy Creek Improvement District (RCID), Lake Buena Vista, FL. Engineer of Record for the design and plan preparation of the signalization and signing and pavement marking plans for the reconstruction of Buena Vista Drive from Bonnet Creek Parkway to Hotel Plaza Boulevard to include bus rapid transit (BRT) lanes, major improvements to the Epcot Center Drive Interchange at Buena Vista Drive, and the reconstruction of the four-lane Osceola Parkway to create a grade-separated single point urban interchange at Victory Way.

Project Engineer, Continuing Transportation Planning Services, Greater Orlando Aviation Authority (GOAA), Orlando, FL. Project Engineer for this on-call contract to provide transportation planning services and related professional services.

Project Engineer, Florida High Speed Rail (HSR) Program Management Consultant, Florida Rail Enterprise (FRE), FL. Project Engineer for the Florida HSR project responsible for preparing interchange documents necessary to support the design modifications and obtain FHWA concurrence at three interchanges along I-4 due to the HSR project.

Lead Project Engineer, Districtwide Corridor Traffic Signal Retiming Projects, FDOT District Five, Districtwide, FL. Lead Project Engineer responsible for conducting an advanced technical approach in the development and implementation of traffic signal retiming plans at more than 70 signalized intersections along multiple roadway corridors located in Central Florida, including SR 483, SR 426, SR 436, US 441, SR 200 and SR 50.

Analyst, US 441/SR 46 Interchange Operational Analysis, Orlando-Orange County Expressway Authority (OOCEA) and FDOT District Five, City of Mount Dora, Lake County, FL. Responsible for performing the traffic operational analysis in support of the SR 429/Wekiva Pkwy PD&E Study for the two proposed alternative design concepts for the US 441 interchange with SR 46, located in Mount Dora, FL.

Deputy Project Manager, Hoagland Boulevard PD&E Study, City of Kissimmee, Osceola County, FL. Deputy Project Manager for this PD&E/corridor study to evaluate alternatives to widen Hoagland Boulevard from two to four lanes.

Areas of Expertise

Intelligent Transportation Systems
Communication Systems Design
Traffic Signal Systems
Software/Hardware Development and Testing

Education

BS / 1989 / Electrical Engineering /
University of Central Florida

Registrations

1996 / Professional Engineer / Florida
#50764

Years of Experience

With AECOM: 14 Years
With Other Firms: 14 Years

Professional Affiliations

National Transportation
Communications for Intelligent
Transportation System Protocol
(NTCIP) Profiles and Base Standard
Working Groups, Voting Member

Alexis Mousadi, PE

State Traffic Engineering and Operations Office Support: Traffic Systems

Mr. Mousadi has broad based expertise in the planning, design, construction, integration, and testing of Intelligent Transportation Systems (ITS). As Senior ITS Engineer in the Orlando Office, he has experience serving as lead systems integrator on major multi-million dollar projects throughout the U.S. These projects required both construction management skills and extensive system integration knowledge. Specific system experience includes the analysis, design, specifications, and inspection of DMS, digital CCTV, and Vehicle Detectors, including the use of NTCIP protocols, for communications systems. In addition his experience includes ITS software development and testing. He also provides construction inspection services of both indoor and outdoor fiber optics cable plans.

ITS Engineer of Record, I-75 at Florida's Turnpike – Wildwood Interchange (MP 309), Florida's Turnpike Enterprise, Sumter County, FL. ITS EOR for the design-build delivery for operational improvements to the existing system to system interchange at the Florida's Turnpike (SR 91) and I-75. These improvements include widening I-75 from 4 to 6 lanes and the addition of flyover ramps to eliminate weaving from NB I-75 to SR 44 and from SR 44 to SB Turnpike. ITS design elements included new CCTV cameras, new MVDs devices, DMS and upgraded fiber optic network.

ITS Engineer of Record, Tampa Hillsborough County Expressway Authority (THEA), Selmon West Extension Design/Build, Hillsborough County, FL. The Selmon West Extension is a Tampa Hillsborough Expressway Authority (THEA) design-build project which proposes the extension of the existing Selmon Expressway. The Kiewit – AECOM

design-build team is currently designing and constructing an elevated viaduct over existing Gandy Boulevard that will extend east from Old Tampa Bay approximately 2.5 miles before merging into the existing Expressway interchange, west of Dale Mabry Highway. ITS design elements include new CCTV cameras, new MVDs devices, DMS and upgraded fiber optic network.

EOR for ITS Design, Golden Glades Interchange, N. Miami Beach, Florida. The Golden Glades Interchange runs eastbound on SR 826 to northbound I-95 and is located in Miami Gardens and North Miami Beach. The interchange is the confluence of five major roads serving eastern and southern Florida. It is named after the original name of North 167th Street, Golden Glades Road. ITS design elements include upgrade of CCTV cameras, MVDs devices, DMSs, fiber optic network and Master Hub.

EOR for ITS Design, Veterans Expressway All-Electronic Tolling Gunn Highway to US 98, Hillsborough County, Florida. Roadway, Drainage, Signing and Pavement Marking, Signalization Lighting, and ITS design to accommodate the conversion from traditional cash tolling systems to all-electronic toll (AET) systems. Mr. Mousadi served as Engineer of Record for the ITS components with responsibilities that include field evaluations and design support for Florida's Turnpike Enterprise Improvements project which includes specific ITS design elements for relocation of all ITS infrastructure on the mainline and ramps in areas where toll plazas are being removed and toll gantries are being installed.

EOR for ITS Design, Suncoast Parkway All Electronic Toll Conversion, Florida's Turnpike Enterprise, Hillsborough, Pasco, and Hernando Counties, Florida. Roadway, Drainage, Signing and Pavement Marking, Signalization Lighting, and ITS design to accommodate the conversion from traditional cash tolling systems to all-electronic toll (AET) systems. Mr. Mousadi served as Engineer of Record for the ITS components with responsibilities that include field evaluations and design support for Florida's Turnpike Enterprise Improvements project which includes specific ITS design elements for relocation of all ITS infrastructure on the mainline and ramps in areas where toll plazas are being removed and toll gantries are being installed.

EOR for ITS Design, Homestead Extension of Florida's Turnpike (HEFT) Widening from South of 117th Street to South of Kendall Drive, Florida's Turnpike Enterprise, Miami-Dade County, Florida . Includes ITS design due to the widening the Homestead Extension of Florida's Turnpike from six lanes to ten lanes in each direction as well as from six to eight lanes in some areas of the project. Mr. Mousadi is the lead systems designer and is responsible for field evaluations and design support for Florida's Turnpike Enterprise Improvements project which includes specific ITS design elements that includes maintaining the existing fiber optic backbone in some areas of the project and also the installation of a new fiber optic backbone in locations where the original could

not be salvaged. Relocation of existing devices is accommodated as well along the corridor. New infrastructure is being installed to accommodate a future Express Lane as well. Design includes 3 new and 1 relocated Travel Time Sensor site at interchange locations.

EOR for ITS Design, Arterial Dynamic Message Sign (ADMS) Design, Collier County, FL . Mr. Mousadi is the lead system designer for the deployment of Arterial Dynamic Message Signs (ADMS) along major corridors throughout Collier County. The goal of this ADMS deployment is to provide traffic information to drivers to alleviate congestion especially during tourism season and during hurricane evacuations. The project was funded through the Florida Department of Transportation and required close coordination with the Department, the Owner, Collier County as well as local municipalities. Public Involvement and aesthetic treatments are also critical elements to ultimately achieve consensus of the project. This project is being completed within a four-month accelerated schedule.

EOR for ITS Design, SR 414 Extension and Systems Interchange Design, Orange County, Florida. Provided ITS services for the final design of SR 414 (John Land Apopka Expressway) including two multi-level interchanges along SR 414 at SR 429 and SR 451. These interchanges are located in west Orange County, east of Lake Apopka. The design and construction of this project was divided into two phases. Phase 1, included SR 414 from west of Clarcona Road to existing SR 429, where a partial interchange provides ramp movements to and from the north. Phase 1 also included a connection to CR 437A which provided access to Southbound existing SR 429. The design included three bridge structures including the Marden Road Bridge over SR 414, three stormwater ponds, and surcharge embankment. Phase 2, included the realignment of existing SR 429 at CR 437A, north to Boy Scout Road. SR 414 was extended to the realigned SR 429 and a new interchange designed to provide access both to and from Northbound and Southbound. The existing SR 429 alignment north of SR 414 was renamed to SR 451. The interchange at SR 414 and SR 451 was complete. The design included twelve bridges including two level-three flyovers, numerous retaining walls, four stormwater and two compensation ponds, and reconstruction of existing Harmon Road requiring utility relocations. The design of Phase 1 and 2 was critical to minimize throw-away and ensure seamless construction between both phases. This project was designed for the Central Florida Expressway Authority (CFX).

Senior ITS Engineer, I-4 / SR 408 Interim Interchange, Orange County, Florida. AECOM designed the highway improvements to this major interchange in Downtown Orlando. This project represents a joint undertaking between the Central Florida Expressway Authority (formerly Orlando-Orange County Expressway Authority (OOCEA)) and the Florida Department of Transportation, District Five (FDOT) and is considered the first phase of the ultimate improvements along I-4 and to this interchange. As such, provisions were made during design to accommodate the ultimate improvements. Design of the interim improvements to the interchange included the widening of I-4 to accommodate new ramp construction for this interchange, reconstruction of Anderson Avenue over I-4, new system to system interchange ramps, and 10 bridge structures. Additional elements of the project includes: extensive use of aesthetic elements on bridges and retaining walls, an active railroad line adjacent to the corridor and crossing under I-4, groundwater and soil contamination, bridge foundation selection to minimize vibration on adjacent business, fire protection system, accommodation of a future commuter rail system, and major utility relocations. ITS elements included close-circuit television (CCTV), microwave vehicle detectors (MVDS) and fiber optic cable. Construction Cost: \$120 Million.

ITS Engineer of Record, FDOT5, Regional Traffic Management Center Design (RTMC), Seminole County, FL. The RTMC will serve as the command and control center to accommodate Florida DOT, Florida Highway Patrol, and the I-4 Managed Lanes Concessionaire in providing the following functions: Incident Management, Express Lanes and Ramp Metering Operations, Active Arterial Management, Special Event and Work Zone Management, Integrated Corridor Management, Traveler Information, Backup center for SunRail Transit Operations, and Florida Highway Patrol Dispatch Operations. This project consists of full structural design of the RTMC building including the entire mechanical, electrical, plumbing systems. The project also includes design of the GIS data collection requirements and deliverables for integration with SunGuide software and other Department GIS based asset management applications like ITS FM software. Alex served as EOR for all ITS design components. *[FPID: 437100-1-32-01] Construction Cost Estimate: \$15,349,410.*

Project Manager/EOR, Central Florida Expressway Authority (CFX) Single-line Dynamic Message Sign (DMS) Replacement Project 599-525, Orange County, FL. AECOM was selected to replace the existing Single-Line Dynamic Message Signs (SL-DMS) throughout the CFX roadway system. Additional services include evaluation of the existing SL-DMS structures, analysis of the existing static sign panels on the structures, transference of the ITS network equipment to new DMS cabinets at 14 mainline toll plazas, and upgrade of the existing Line Management System (LMS) head units at three mainline plazas.

Areas of Expertise

Traffic Signal Design
Signing & Pavement Marking
Intelligent Transportation Systems (ITS)
Maintenance of Traffic (MOT)
Roadway Design
Permitting
Project Management

Education

BS, Civil Engineering,
University of South Florida, 2004

Registration

2011/Professional Engineer/
Florida #72369

Years of Experience

With AECOM: 4 Years
With Other Firms: 12 Years

Patrick B. Nevah, PE

*Office of Right of Way Support: Property Management;
State Traffic Engineering and Operations Office Support: TSM&O*

Mr. Nevah is responsible for preparing traffic designs and plans for signals, signing and pavement markings, and ITS for both freeway and arterial systems. He has the ability to manage and prepare traffic engineering studies such as signal warrants, qualitative assessments and safety studies. Mr. Nevah is experienced in creating Design Methodology Reports for determining location of new ITS devices. He also is knowledgeable with analysis software such as SYNCHRO. In addition, Mr. Nevah has performed quality control checks to ensure that deliverables meet FDOT and CFX Design Standards and Specifications.

Engineer of Record, Selmon West Expressway (SR 618) Extension Design-Build, Tampa Hillsborough Expressway Authority (THEA), Tampa, FL. Engineer of Record for Signing and Pavement Markings and Signalization for this \$230M Design-Build project for the extension of the expressway. This project includes a new 8,000-foot-long concrete segmental box viaduct and a series of ramps that will connect the new viaduct to the existing Lee Roy Selmon Expressway, Gandy Boulevard, and Dale Mabry Highway. Project included 16 overhead signing structures, and 18 multi-posts signs.

Engineer of Record, 44th Avenue Extension from 45th Street East to 44th Avenue Plaza East, Manatee County, FL. Engineer of Record for the signalization, and signing and

pavement markings components for a 1.8-mile extension of 44th Avenue with a new bridge over the Braden River. The \$75M project includes design of buffered bike lanes, installation of new mast arm intersections, with fiber interconnect, cameras and microwave vehicle detection devices along the new road.

Engineer of Record, US 19 from North of SR 580 to Northside Drive, Pinellas County, FL. The scope of the project includes 1.3 miles of multi-lane reconstruction of US 19 with concrete pavement with bridge overpasses. The project includes both a pedestrian bridge overpass and throughway. Engineer of Record for the Intelligent Transportation System Plans which includes replacement of the existing fiber optic system, two CCTV cameras and addition of Dynamic Message System sign.

Engineer of Record, Widen and Rehabilitate the George J. Bean Parkway and New Economy Parking Road Exit, Tampa International Airport Tampa, FL. This project is located within the Tampa International Airport and prepared for the Hillsborough County Aviation Authority. The project consists of widening, milling and resurfacing George Bean Parkway, exit roads and the Economy Parking Road within the Tampa International Airport (TIA). George Bean Parkway is a multi-lane arterial with design speeds varying from 35 MPH to 45 MPH. Engineer of Record for the Signing and Pavement Markings and Signalization. Project included 11 overhead signing structures, and 15 multi-posts signs. Two signalized intersections were updated due to the geometric changes for then new exit at Economy Parking Road.

Engineer of Record, Benjamin and Barry Road Intersection Improvements, Hillsborough County Public Works, Tampa, FL. Project consists of intersection improvements to Benjamin Road/Barry Road intersection. Includes milling and resurfacing, and widening for safety improvements and new signalization system. Proposed mast arm signal includes single lens camera for detection of vehicles and pedestrians at the intersection.

Engineer of Record, I-75 at Florida's Turnpike Mainline Major Interchange Improvements, Florida's Turnpike Authority, Sumter County, FL. Engineer of Record for the signing and pavement markings components. The project includes using arrow per lane signs for the southbound traffic along I-75, to split between I-75 and Turnpike traffic. It also includes dedicated ramps for the SR 44 intersection, less than one mile to the north. Project is a Design-Build reconstruction and widening of a major interchange between I-75 and Florida's Turnpike Mainline toll road.

Engineer of Record, SR 82 from Alabama Road to Homestead Road, FDOT District One, Lee County, FL. Engineer of Record for Signing and Pavement Markings for this multi-lane arterial widening project. The project consists of widening approximately three miles of SR 82 in Lee County from a two-lane rural to a four-lane expandable to six-lane high speed suburban typical section within the existing right of way.

Engineer of Record, Moon Lake Road Sidewalk from Randee Road to Nassau Drive, New Port Richey, Pasco County, F. Engineer of Record for the signalization, and signing and pavement markings components. The project includes a new strain pole system signal at the intersection of Moon Lake Road at Tree Breeze Drive, with vehicle detection loops, and countdown pedestrian signal heads with push button detectors. Also adding pedestrian signals at another existing signalized intersection along the new sidewalk path, and adding pedestrian crosswalks at all unsignalized sidewalk crossings. Project is a 3.9-mile new sidewalk along Moon Lake Road.

Previous Experience

Signalization, and Signing and Pavement Markings

Engineer of Record, SR 70 at I-75 Widening from Tara Boulevard to Ranch Lake Boulevard, FDOT District One, Manatee County, FL. Engineer of Record for the signing and pavement markings, signalization and ITS components for an interchange modification with the widening of I-75 and SR 70. Project consists of upgrading the interchange to provide capacity improvements. It includes the widening of 1.2 miles along SR 70 and 4.5 miles along I-75.

Engineer of Record, Hanson Street Extension from Veronica Shoemaker Boulevard to Ortiz Avenue, City of Fort Myers, Lee County, FL. Engineer of Record for the signalization and signing and pavement marking components for a two-mile extension of Hansen Street, upgrading an existing strain pole system to mast arms and installing a new mast arm system.

Engineer of Record, Dykes Road at SW 29 Street Intersection Improvements, City of Sunrise, Broward County, FL. Engineer of Record for installing a new signal at the intersection with mast arms with vehicle video detection, and countdown pedestrian signal heads with push button detectors.

Project Engineer, Sheridan Street at NW 76th Avenue New Traffic Signal, Broward County, FL. Responsible for the design of signalization plans for a new signalized intersection using mast arms with vehicle video detection, pedestal signals and countdown pedestrian signal heads with push button detectors. Also designed in this project were pedestrian microwave detectors. These will be the first ones in use in the County, and will serve as a test site for the future use of non-push button activation for pedestrian phases throughout the County.

Project Engineer, Coconut Creek Parkway at NW 45th Avenue Intersection Improvements, City of Coconut Creek, Broward County, FL. Project Engineer responsible for the design of signalization and signing and pavement marking plans for a new signalized intersection using mast arms with vehicle video detection and countdown pedestrian signal heads with push button detectors. This signal is being installed to provide pre-emption access to the new fire station to be constructed on the southwest quadrant of the intersection.

Engineer of Record, A1A Greenway Project from Oakland Park Boulevard to Flamingo Avenue, FDOT District Four, Broward County, FL. Engineer of Record for the signalization component with upgrading an existing strain pole system to mast arms and modifying the rest of the mast arms for the lane changes. Project is a 1.1-mile lane reduction from six lanes to four lanes with six-foot bike lanes and a varying buffer width between the bike and travel lanes.

Project Engineer, Pine Island Road Access Management, Broward County, FL. Project Engineer for the analysis of three intersections along Pine Island Road using Synchro to better accommodate traffic and avoid unnecessary movements for planned widening. The analysis looked at the LOS of the intersection movements as well as options for median treatments to better accommodate the traffic in the corridor.

Project Engineer, Lake Nona Boulevard at Laureate Road, Greenway Improvement District, Orlando, FL. Project engineer responsible for the design of signalization plans for a new signalized intersection using mast arms with vehicle video detection, and countdown pedestrian signal heads with push button detectors. This project interconnects to an existing fiber-optic system and coordination of utilities.

Project Engineer, Wickham Road at Pebble Creek Street Design Services, Brevard County, FL. Project engineer responsible for the design of ITS, signalization and signing and pavement marking plans for a new signalized intersection using mast arms, video detection and CCTV camera for corridor monitoring. Connecting the proposed controller to the existing fiber optic cable system along Wickham Road to provide a coordinated signal plan utilizing Synchro.

Project Engineer, Oakland Park Boulevard at Hiatus Road Intersection Improvements, City of Sunrise, Broward County, FL. Project Engineer responsible for the design of signalization plans for upgrading the existing strain pole system to mast arms with vehicle video detection and countdown pedestrian signal heads with push button detectors.

Areas of Expertise

Transportation Planning
Drainage Design
Hydraulic Modeling
Highway Design

Education

MSCE /2016 / Civil Engineering / Saint
Louis University, St. Louis, MO
BS / 2014 / Civil Engineering-
Transportation / Federal University
of Mato Grosso, Mato Grosso, Brazil

Years of Experience

With AECOM: 3 Years
With Other Firms: 4 Years

Licenses

2020/ Passed in the PE Transportation
Exam. Will obtain PE license
June/2021
2017 / Florida Engineering Intern, EI
#1100021441

Leticia Pereira, EI, MS

Transportation Engineer

Ms. Pereira's experience includes a variety of transportation engineering, planning, design, and hydraulic modeling for transportation, land development and housing. She has extensive software capabilities that include: MicroStation, StormCAD, Geopak Drainage, PondPack, Inroads, AutoCAD 2D and Civil 3D (3D Modeling), HEC-RAS, CUBE, ESRI ArcGIS 10.3, Quantum GIS, MATLAB, R Code, Python, POSpac MMS, PhotoScan, ENVI, MSPProject, and MSOffice. Typical projects are described below.

Experience

Drainage Engineer/ Independent Reviewer, Oak Hill Parkway Project, Segments 1, 2, 3 and 4, Austin, Texas - Design-Build Project (04/2021- Present): Drainage Engineer proving independent review for drainage plans components such as storm drain systems, culverts, ditches and ponds. The independent review main objective is to evaluate possible storm drains, culverts, and roadside ditches optimization alternatives. This design-build contract provides capacity improvements on US-290 and SH-71. Drainage improvements include proposed onsite storm drainage facilities such as ponds, storm drain system and ditches.

Drainage Design Engineer, I-635 LBJ East Project, Segments 1S- Skillman, 1A (Jackson and Audelia Branch) and 3- South Mesquite Creek, Dallas, Texas – Design-Build Project (04/2019-Present): Drainage Design Engineer supporting design

and production efforts for drainage plan components such as storm drains systems, cross-drains and ditches. Leticia also provides design support for temporary drainage components for the maintenance of traffic during construction of segments 1S, 1A and 3 and post-construction drainage support. This design-build contract provides capacity improvements on I-635. The improvements include reconstruction of I-635 to provide five general-purpose lanes (one additional general-purpose lane in each direction), two tolled-managed lanes (in each direction), and two to three frontage road lanes (in each direction) from US 75 to near Royal Lane/Miller Road.

Drainage Design Engineer, I-275 (SR 93)/ SR 60 Interchange – CDP1, Section 4, Hillsborough County, Florida – Design-Build Project (09/2020-2021): Drainage Design Engineer supporting the conceptual design and analysis process for the proposed drainage storm drain trunklines for the major basins within the project limits. The proposed improvements for I-275, Section 4 include I-275 from east of the Howard Frankland Bridge to Cypress Street and to east of Himes Avenue. The project will include design improvements for the existing interchange as well as improvements on Reo Street, Occident Street, Ward Street, Westshore Boulevard, Kennedy Boulevard and Trask Street. Improvements also include realignment of Lemon Street.

Drainage Design Engineer, SR 92, Paulding and Cobb County, Ga. (2018-Present): Drainage Design Engineer for this contract to provide final design services for 7 miles of SR 92 through Paulding and Cobb County. Design engineer responsible for conveyance system design including storm drains system, cross drains, and ditches as well as MS4 (stormwater facilities) design to meet Georgia MS4 water quality standards. The purpose of this project was to reconstruct the existing two-lane rural roadway to four lane divided urban roadway that includes a multi-use trail. The project included two roundabouts, extensive environmentally sensitive areas, two major stream crossings with Pickett's Mill Creek, an adjacent archeological battlefield and cemetery, maintenance of traffic, and extensive impacts to transmission.

Transportation Engineer, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties, Florida (05/2018-2020): Transportation Engineer supporting design and production efforts for drainage and roadway plan components. Responsibilities included wetland impact assessment and dredge and fill sketches preparation, floodplain impacts evaluation, and ICPR model development for several outfalls. This contract provided conceptual design services for the I-4 Beyond the Ultimate project, Segment 1, from west of SR 528 to west of CR 532. Responsibilities included preparation of erosion control plans, drainage maps, roadway plans, pond details, pond cross sections, and drainage conveyance design. The I-4 Beyond the Ultimate project is approximately 18 miles of Interstate reconstruction which also includes the reconfiguration of all 11 interchanges within the project limits. Elements of work include roadways, structures, intersections,

interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and mitigation, right-of-way mapping and legal descriptions, maintenance of traffic, cost estimates, and environmental permits. Design verifies that all commitments made during the PD&E Study are addressed.

Transportation Engineer, SunRail passenger commuter rail service on the Central Florida Railroad Corridor (CFRC), Phase 2 South, FDOT District Five, Osceola County, Florida (02/2020-11/2020): Transportation engineer supporting design and production efforts for drainage and railroad plans components and assisting in permit research and development for the contract. Responsibilities also include culvert replacement construction plans and phasing development and assisting with the Bridge Hydraulics report documentation. The work along the 1.72 mile included: constructing subgrade and sub-ballast within the ROW, re-lining sections of existing track within the ROW to accommodate new second track, replacement of two existing culvert (East City Canal), modifying five existing crossings for the new second track and removing any encroachments within the project limits.

Transportation Engineer, FDOT District 5, Districtwide Right of Way (ROW) and Appraisal Support Services, Orange, Osceola, Lake, Volusia, Flagler, Brevard, Marion and Sumter Counties, Florida (01/2019-10/2020): Transportation Engineer providing land development, roadway and drainage design and production support services for this continuing right of way appraisal support contract. Project services include professional land planning, engineering, site development, environmental, surveying, landscape, cost to cure and specialty services such as sign specialists, personal property appraisers, general contractors, and any other specialists needed. Services also include determinations and verifications of zoning designation, comprehensive land-use requirements, development of right of way acquisition cures, concurrency ordinance provisions, and impact fees.

Eximia Construction and Consulting, Mato Grosso, Brazil

Transportation Engineering Company serving the Brazilian Government

Project Manager Assistant from Dec 2012 – Jan 2014. Responsibilities included managing construction of 3 bridges and 2 major highways segments (250 km) projected to improve traffic capacity and urban transportation mobility at city of Cuiaba. Handled cost-of-materials and labor estimations, report and document tracking, project documentation, invoice/agreement verification and building permit application. Assisted in flexible and rigid pavements projects conception, planning, and design phases. Prepared Civil 3D models for landfills, grading, storm and sewer drain pipelines, stormwater retention ponds, and rigid and flexible pavements (Alignments, profiles, corridors and pipe network designs). Ensured subcontractor compliance with construction safety codes and criteria.

MRV Engineering, Mato Grosso, Brazil

Civil Engineer Intern from Jun 2011 – Oct 2012. Assisted the senior design engineer with plumbing, structural, roof detailing, architectural, and electrical projects design drawings in AutoCAD 2D for residential buildings with more than 400 units (75 square meters each unit). Prepared of engineering plans, profiles, sections and details, for design, construction, and as built drawings using AutoCAD 2D. Disseminated construction information to contractors and construction technicians. Facilitated drainage and pavement contractors in project compliance.

Languages

English, Portuguese and Spanish

Publications/Conference Papers

Pereira, L.S., Andes, L. C., Cox, A. L., & Ghulam, A. (2017, December 19). Measuring Suspended-Sediment Concentration and Turbidity in the Middle Mississippi and Lower Missouri Rivers Using Landsat Data. *Journal of the American Water Resources Association (JAWRA)*, 54(2), 440-450. doi:https://doi.org/10.1111/1752-1688.12616

Pereira, L.S.F., Andes, L.C., Cox, A.L., Wulamu, A. (April 2016). "Remote Sensing of Suspended Sediment Concentration along the Middle-Mississippi River." Saint Louis University Graduate Student Symposium, Saint Louis, MO.

Pereira, L.S.F., Andes, L.C., Cox, A.L., Wulamu, A. (April 2016). "Remote Sensing of Suspended Sediment Concentration along the Middle-Mississippi River." The Geological Society of America North Central Section – 50th Annual Meeting, Champagne, IL.

Areas of Expertise

Project Management
Department Management
Construction Management
Construction Scheduling
Construction Cost Estimating
Change Orders Negotiations

Education

BS, Civil Engineering,
University of Florida, 2009

Certifications

ATSSA Certified
SWPPP Certified

Years of Experience

With AECOM: > 3 Years
With Other Firms: 11 Years

Professional Affiliations

American Society of Civil Engineers
(ASCE)
AACEi

Felipe A. Poletto

Office of Construction Support: Estimates

Mr. Poletto has experience in construction management, change management, scheduling, project controls, and cost estimating for different types of projects. He currently serves as the manager of the estimating and scheduling practice for the Florida Region, responsible for a multitude of estimates and schedules for local, municipal, state, and Federal agencies as well as Department of Defense clients. Mr. Poletto is familiar with project deliverable methods such as build-finance, design build, and joint venture. He draws on his previous responsibilities that included overall project administration throughout the construction process, including start-up and closeout, creation of the CPM baseline schedule and schedule updates, contract negotiation with subcontractors and suppliers, reviewing submittals/shop drawings/RFIs, material procurement, quantity tracking, preparing construction cost estimates, preparing and reviewing change orders, as well as internal project controls to forecast labor, material, and equipment costs. Mr. Poletto also draws on his previous experiences from working on construction projects as high as \$400M, as well as working at the FDOT State Materials Office under Ivan Lasa in the Corrosion/Steel Maintenance Lab. As an estimator and scheduler, he was responsible for the ongoing preparation of cost estimates, including acquisition of subcontractor quotes, quantity surveys, labor and material pricing as well as application and analysis of the appropriate indirect costs for profit, escalation, and area cost factors.

Surface Transportation

Scheduler, I-4 Beyond the Ultimate Program, FDOT. Oversaw Critical Path Method schedule, quantity take-off, project breakdown and limits, activity breakdown and durations for multiple segments and projects of the I-4 Beyond the Ultimate program in excess of \$2B of construction.

CPM Schedule Reviewer, Roadway and Bridge Projects, Florida Department of Transportation, Statewide, FL. Performed reviews of the contractor's baseline schedule and monthly progress update CPM schedules in Primavera P6 scheduling software. Provided the Project Engineer with analysis and full report describing progress while outlining issues and schedule deficiencies.

Lead Scheduler, Wekiva Parkway Design Section 7A, FDOT District 5, Orlando, FL. Provided schedule for Section 7A for the Wekiva Parkway to study cost impacts with the timing of other projects in the area.

Aviation

Cost Estimator, Master Plan Projects, Palm Beach International Airport, Palm Beach, FL. Provided Class C estimates for the Master Plan for the years of 2016 thru beyond 2035 – reconfiguring runways, building facilities and terminal renovation. Provided the team with construction cost estimate of Airport (Airside) Development, Commercial Passenger/Terminal Development, General Aviation Development, and Air Cargo Development.

Transit

Cost Estimator, ADASP Station Improvements, AMTRAK,. Provided Class C, B, and A cost estimating to upgrade various AMTRAK stations throughout the continent of the United States to meet ADA requirements. The overall program scope was to estimate Interim, 100%, and Issue For Bid drawings for roughly 30 stations over a one-year period. The estimates ranged from \$500K to \$8M and included drilled shaft installation, helical pile installation, concrete platform construction, ADA concrete ramp construction, ADA parking lot construction, sidewalk construction, ticket window renovation, interior and exterior seating renovation, bathroom renovation, signage installation, pavement marking, and platform canopy installation.

Federal

Lead Estimator and Scheduler, Kelley Barracks, US Army Corps of Engineers, Europe District, Stuttgart, Germany. Led a team of estimators and schedulers for family housing located in Stuttgart, Germany. Costs estimates included the estimating for the structural, shell, interior construction, asbestos abatement, LEED requirements, and site development.

Lead Estimator and Scheduler, Army Family Housing, US Army Corps of Engineers, Europe District, Vicenza, Italy. Led a team of estimators and schedulers for family housing located in Vicenza, Italy. Costs estimates included the estimating for the structural, shell, interior construction, asbestos abatement, LEED requirements, and site development.

Estimator Renovate B101 FRC-SE Administration Offices, Naval Facilities Engineering Command (NAVFAC) Southeast, Naval Air Station Jacksonville, FL. Provided Class C cost estimate to complete renovation of existing administration building including site work, temporary office space and its infrastructure, complete demolition and renovation of interior spaces, and addition of a new vestibule.

Cost Estimator, Replace RW 14-32 Airfield Lighting, NAVFAC Southeast, Naval Air Station Jacksonville, FL. Provided Class B cost estimating for restoring/modernizing the existing RW 14-32 Airfield Lighting System to comply with NAVFAIR Standards and Energy Savings initiatives. The project includes the replacement of runway and taxiway lighting systems, airfield guidance signs, approach lighting systems, and the associated electrical power distribution infrastructure as needed.

Lead Estimator, Repairs to FRC Hose and Tube Shop, NAVFAC Southeast, NAS Jacksonville, FL. Led the team in providing a Class C cost estimate for the architectural and structural renovations, as well as the project schedule.

Team Overview, Kings Bay Inner Channel Caisson Repair, NAVFAC Southeast, Kings Bay, GA. Oversaw cost estimating and scheduling for the structural demolition and construction of the \$8M dry-dock concrete caisson. The estimate included demolition and necessary repairs to keep this caisson in certification.

Lead Estimator, B1R Wing 4, Wing 5, and Partial Spine, NIST, Boulder, CO. Led the team in providing a Class C cost estimate with complete schematic estimate including site improvements, interior demolition and renovation, and exterior renovations.

Lead Estimator and Scheduler, Grant Barracks Building Renovation, US Army Corps of Engineers, West Point, NY. Lead cost estimator and scheduler for various projects in the U.S. Military Academy including renovation of a 1920s cadet dorm, Grant Barracks. Provided Class C, B, and A. Costs estimates included the estimating for the structural, shell, interior construction, asbestos abatement, LEED requirements, and site development as well as a provided the resource loaded schedule. The estimate performed well against bid results at less than 1% lower than the second bidder.

Lead Estimator/Scheduler, US Air Force Academy Cadet Chapel Remediation, Colorado Springs, CO. The Cadet Chapel was awarded the American Institute of Architects National 25-Year Award in 1996, named an U.S. National Historic Landmark in 2004 for its unique architectural features. Performed construction cost estimates for hazardous materials abatement, selective demolition, steel framing, roofing and waterproofing, and interior finishes for the full exterior shell replacement. Lead estimator that performed construction cost estimates as well as construction schedule from Conceptual to Final Design Development/Construction Drawings. Bid results currently pending.

Lead Estimator, Overrun Soil Stabilization, NAVFAC Southeast, Naval Air Station Jacksonville, FL. Provided Class B cost estimating for all material and labor to stabilize a roughly 770-feet of the overrun area by way of soil cement that can sustain heavy loads.

Cost Estimator, USPS Pavement Restoration Project, United States Postal Service, Jersey City, NJ. Provided Class B cost estimate for full reconstruction of \$60M pavement restoration job for the Jersey City USPS facility. The estimate included foundations, full reconstruction of asphalt parking lot, pavement marking, reconstruction of concrete truck pads, and storm drainage improvements. Other duties were to compare the cost difference between timber pile, micro pile, and dry soil mixing foundations.

Cost Estimator, Fort Gordon Access Point, Fort Gordon Georgia United States Military Base, USACE Savannah, GA. Assisted with the Class A cost estimating for the Fort Gordon Access Control Georgia. The estimate included site preparation, Storm drainage installation, utility water pipe installation, site excavation, site backfill, asphalt road construction, concrete pavement construction, fence installation, concrete island construction, and site signage improvements.

Estimator, Qatar Military Facility, US Army Corps of Engineers. Provided a Class C construction cost estimate for various buildings including a high bay shop and administration/office building as part of 24 buildings at an operations center utilizing Unifomat Classification in MII Estimating Software.

Kristine E. Prince, PE

Traffic Operations: Bicycle/Ped

Ms. Prince is a transportation engineer in the Orlando Office with experience in the design of highways/roadways, interstate, rail passenger stations, and rail facilities. Her experience includes roadway, railway, drainage, and site design. She is skilled in the use of AutoCAD, MicroStation, GEOPAK, InRoads, Microsoft Office software and Primavera Scheduling software.

Roadway Engineer, SR 400 Express Lanes, GDOT (2018-Present). Ms. Prince was the Lead Roadway Engineer responsible for the development of vertical and horizontal alignments for the Costing Plans along SR 400 from Old Milton Pkwy to North of Windward Pkwy. The project widens SR 400 to 4-general purpose lanes with buffer separated express lanes and BRT lanes. Coordinated design information between survey, site design, drainage and structures. Services include plans, profiles and cross sections utilizing 3D corridor modeling.

FDOT In-House Consultant for Modal Development, FDOT District 5, Deland, Florida (2016-Present). Assist with multi-modal reviews for FDOT Modal Development as part of the General Engineering Contract with District 5. Responsibilities include reviewing Plans/Specs/Scopes, and coordination with local municipalities/governments and several departments within FDOT.

FDOT In-House Consultant for LAP/JPA Project Management, FDOT District 5, Deland, Florida (10/2017-2/2018). Provided Project Management Assistance on LAP projects to FDOT Program Management Group as part of the General Engineering Contract with District 5. Participated in the oversight and development of LAP/JPA projects. Responsibilities include Plans/Specs/Estimate reviews, Consultant and Construction Contract Review, Project Management and Scheduling etc. LAP Project Management involved coordination with many local municipalities/governments, MPO's, and several departments within FDOT.

Roadway Engineer, I-4 Beyond the Ultimate Design Segments 1 and 5 (FM Nos.: 242484-8, 431456-1, and 201210-3), Orange, Osceola, and Polk Counties, Florida (2015-2018). Roadway engineer supporting plan production (including cross sections, plans, profiles and curve data), earthwork quantities for the LRE Estimate, and preparing the final Line and Grade Submittal to FDOT. Also participated in quality reviews on this project that consists of final design services (to approximately 50%) along I-4 from SR 528 to US 27. The project widens I-4 to the ultimate widening design of 3 general-use lanes, 2 special-use lanes, collector-distributor roadways and elevated lanes in some sections, and provides for a rail corridor. Services include adding line and grade, establishing right of way, permitting, final design, and procurement support for optional delivery methods. Elements of work include roadways, structures, intersections, interchanges, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, lighting, utility relocation, landscaping and irrigation, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates and environmental permits. Design verifies that all commitments made during the PD&E are addressed.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit- Phase III, Florida. Assisted in the design and alternative analysis for the station site and the rail corridor. Ms. Prince was responsible for the preliminary drainage report for the SunRail Phase 3 corridor. Assisted in the production of the preliminary plans. Aided in preparing quantity estimates for site design and coordinated quantity estimates for other disciplines. Participated in quality reviews.

Engineer of Record / Lead Civil Designer, Central Florida Regional Transportation Authority, LYNX Passenger Amenities, Central Florida. Ms. Prince was responsible for the development of the typical sections, demolition plans, proposed plan and profile and cross sections for the Gertrude's walk urban trail. Developed vertical and horizontal alignments for the trail and coordinated design information between survey, site design, drainage, landscape, structural, electrical, and plumbing. Developed the production schedule using Primavera P6. Calculated quantities for the engineer's cost estimate. Provided signed and sealed plans to LYNX for permitting.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit- Phase 2 North, Florida. Assisted in the design and assisted with alternative analysis for station site design. Coordinated design information between site design, roadway, drainage, landscape, architectural, structural, electrical and plumbing. Assisted in the production of station site plans for 30% submittal.

Transit Engineer, Central Florida Regional Transportation Authority, LYNX Passenger Amenities, Central Florida. Developed typical sections, demolition plans, proposed plan and profile and cross sections for the Gertrude's walk urban trail. Developed vertical

Areas of Expertise

Roadway and Trail Design

Transit and Passenger Station Design

Drainage and Site Design

Education

BSCE, 2009, Civil Engineering,
University of Central Florida

Registrations

2015 / Professional Engineer / Florida
No. 78545

Years of Experience

With AECOM: 12 Years

With Other Firms: 0 Years

and horizontal alignments for the trail. Ms. Prince was responsible for coordination of the design information between survey, site design, drainage, landscape, structural, electrical, and plumbing disciplines. Developed the production schedule using Primavera P6 software. Calculated quantities for the engineer's cost estimate.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit- Phase 2 South, Florida. Assisted in the design and development of the four station sites. Ms. Prince was responsible for coordination of the design information between site design, roadway, drainage, landscape, architectural, structural, electrical and plumbing disciplines. Assisted with alternative analysis for station site design and participated in the design of the VSLMF (Vehicle Storage and Light Maintenance Facility), including coordination with the SunRail Operations personnel. Assisted with preliminary Traffic Control Plans for grade crossing construction phasing. Produced documents and plans for the final bridge plan submittal to the Florida Department of Transportation. Experience using FDOT electronic delivery/submittal system. Aided in preparing quantity estimates for site design and coordinated quantity estimates for other disciplines. Participated in quality reviews.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit- Phase 1, Florida. . Assisted in the design and plan production of the station site plan sheets. Coordinated design information between site design, roadway, drainage, landscape, architectural, structural, electrical and plumbing for 12 stations. Prepared documents and plans for the final submittals to the Florida Department of Transportation and coordinated the submissions using the FDOT electronic delivery/submittal system. Participated in the creation of the Threat and Vulnerability Analysis and Hazard Analysis for the 12 station sites. Assisted with Request for Information submittals from the contractors during the construction phase. Participated in quality reviews.

Roadway Engineer, Florida Department of Transportation - District 4, I-595 (SR 862) Corridor Improvements Design, Fort Lauderdale, Florida. Assisted with signing and marking plans for various sections of I-595. Participated in the design and plans production for the traffic control of I-595 and the Florida Turnpike. Contributed to the vertical and horizontal road alignments for temporary ramps to be used during traffic control. Participated in quality reviews.

Transit Engineer, Central Florida Regional Transportation Authority, LYNX Passenger Amenities, Central Florida. Participated in site visits and creating sketches of new sites and updates for existing sites of bus shelters in the Central Florida area.

Roadway Engineer, Florida Department of Transportation - District 5, SR 46 Widening and Reconstruction from S. Mellonville Road to SR 415, Sanford, Florida. Assisted in utility coordination and utility conflicts of 12 companies for the widening and reconstruction of 2.6 miles SR 46 from S. Mellonville Avenue to SR 415. Participated in quality reviews.

Transit Engineer, Florida Department of Transportation, Central Florida Commuter Rail Transit- Environmental Analysis, Florida. Aided in development of engineering drawings related to the design of track geometry for 61 miles of rail. Assisted with right-of-way analysis which included obtaining the area of parcels owned and parcels to be acquired. Participated and coordinated with architects on preliminary station designs. Assisted with creation of plan sheets in MicroStation as well as grading and drainage design. Participated in quality reviews.

Chris Rizzolo, PE

Development: *Intermodal Systems Development/DEMO: 4P Guidance*

Operations: *Traffic Operations: Access Management*

Mr. Rizzolo's has extensive experience in all aspects of transportation planning and has served as Project Manager, Deputy Project Manager, Task Manager/Leader or Project Engineer on numerous PD&E and Feasibility Studies in the State of Florida. His strong leadership and communication skills, coupled with his proficiency in MicroStation, Geopak, and GIS, enhance his abilities to produce accurate and timely studies and constructible conceptual designs. Typical projects are described below.

Senior Project Engineer, SR 29 LaBelle PD&E/NEPA Study-Environmental Assessment (EA), FDOT District One, LaBelle, FL. Documented capacity and safety improvements along SR 29 in Hendry and Glades Counties, including a potential new crossing of the Caloosahatchee River, including the development of corridors and alternatives based on Land Suitability Mapping (LSM). Key issues included a historic rural downtown, individually significant historic structures, environmentally sensitive lands and habitat, wildlife crossings, parklands, and water quality.

Project Manager, SR 518 Concept Development Study, Brevard County, FL. Project Manager for the SR 518 / Eau Gallie Beachside Concept Development Study (CDS) for the Florida Department of Transportation, District Five. AECOM performed the CDS to evaluate the feasibility of alternatives developed as part of the previous Concept Planning Study. The project included conceptual roadway and drainage design, project visioning and public involvement. The study is to support technical scoping efforts to move the project directly into final design.

Sr. Project Engineer, Turnpike Mainline Widening Final Design PD&E Re-evaluation from Osceola Parkway to SR 528 (Beachline Expressway), Osceola and Orange Counties, FL. AECOM served as a subconsultant to compile the engineering and environmental data and prepare the PD&E Re-evaluation for the final design efforts to widen Florida's Turnpike Mainline from four to eight lanes. This project was approximately 4 miles in length and included the newly constructed SR 417 / Florida's Turnpike Interchange. The Owner was FDOT Florida's Turnpike Enterprise.

Sr. Project Engineer, Wekiva Parkway Section 7A Final Design from River Oaks Circle to Orange Boulevard, Seminole County, FL. Sr. Project Engineer providing the PD&E Re-evaluation as a part of this contract to provide final design services for the Wekiva Parkway (SR 429), Section 7A (from east of River Oaks Circle to east of Orange Boulevard). Responsibilities included engineering and environmental data consolidation to assist FDOT, District Five in preparation of the re-evaluation document.

Sr. Project Engineer, SR 600 (John Young Pkwy) Final Design from Pleasant Hill Rd to Portage St, Osceola County, FL. AECOM is serving as a subconsultant responsible for compiling the engineering and environmental data to assist FDOT in preparation of a PD&E Re-evaluation. The project consists of final design services for the widening of SR 600 from four to six lanes within the limits of Pleasant Hill Road and West Portage Street including a west bound SR 600 to southbound Pleasant Hill Road flyover (left turn).

Engineering Task Manager, I-95/Viera Interchange PD&E Study, Brevard County, FL. Engineering Task Manager for a PD&E Study for Viera Boulevard, a two- and four-lane arterial from Power Line Road to US 1, including a four-lane overpass of I-95. Brevard County built the overpass in 2007 as the first phase of a new interchange with I-95. As part of the Viera DRI, FDOT recognized the potential for increased traffic congestion at the Fiske Boulevard interchange to the north and the Wickham Road interchange to the south, as well as on Fiske Boulevard. This led to a proportionate share agreement with FDOT in which The Viera Company (TVC) is committed to funding the PD&E Study, final design and permitting and construction phases of the project. As a funding partner and primary landowner, TVC is a major project stakeholder, requiring an additional level of coordination. Services provided on this contract include: Preliminary

Areas of Expertise

PD&E/NEPA Studies
Transportation Planning
Highway Design
Project Management

Education

BA, Pre-Engineering / Rollins College, 1992
BCE (Cum Laude), Civil Engineering / Auburn University, 1993

Registrations

Professional Engineer
1999/Florida, #54078

Certifications

1997 / FDOT / Traffic Noise Analysis / BT-19-005

Professional Affiliations

Orange County Sustainability Advisory Board, Current Member – 2014-present
American Society of Highway Engineers, Central Florida Section, President Elect (2006); President (2007-2009); National Conference Committee Chair (2011); Media Committee Chair/Historian (2015-present)
Florida Engineering Society, Current Member

Years of Experience

With AECOM: 20 Years
With Other Firms: 5 Years

Engineering, Constructability/MOT, Cost Estimates, Traffic Operations, Interchange Concepts, Structural, Drainage, Floodplains, Geotechnical, Threatened and Endangered Species, Wetlands, Public Involvement, and development of a Type 2 Categorical Exclusion.

Project Manager, Districtwide Bike Trail Inventory, Lake, Seminole, Orange, and Osceola Counties, FL. As part of the Districtwide PD&E Contract with FDOT, AECOM collected data and prepared a Geographical Information Systems (GIS) based bike trail mapping system to examine the bicycle / pedestrian trails connectivity throughout the Counties of Lake, Seminole, Orange, and Osceola. With close coordination between AECOM, FDOT and the appropriate local agencies, AECOM identified trails, trailheads and crossings based on status (i.e., existing, planned, and proposed) and prepared a comprehensive GIS database.

Project Manager, I-95 at I-4 and US 92 Interchange Modification Report (IMR), Volusia County, FL. Project Manager for I-95 IMR prepared for the Florida Department of Transportation, District Five. In conjunction with FDOT's PD&E study at I-95 at I-4 and US 92, AECOM has been requested to perform the traffic simulation and analysis of this complex interchange as a part of our Districtwide PD&E contract. The purpose of the improvements is to enhance the operations of the I-95 at I-4/SR 400 and US 92 (SR 600) interchanges by improving the overall Level of Service (LOS) through the Design Year (2035) and eliminating many of the existing interchange system operational issues by separating the merging and diverging traffic via a collector distributor (CD) system from the I-95 through traffic. In addition, the proposed modifications address loop ramp radii that are less than desirable, remove weaving operations from the Interstate mainline, and reduce the number of conflict points (merges and diverges) on the Interstate mainline. These proposed improvements will improve the safety and operational efficiency of the Interstate through the project limits.

Project Engineer, I-95 Systems Operations Analysis Report, Brevard, Volusia and Flagler Counties, FL. AECOM was a subconsultant on the Systems Operational Analysis Report (SOAR) for I-95 prepared for the Florida Department of Transportation, District Five. The I-95 SOAR involved the development of traffic projections, development and analysis of alternative interchange configurations, coordination with the local jurisdictions and documentation of the preferred alternatives. The intent of the SOAR was to develop the ultimate footprint for improvements to the existing interchanges as well as to define new interchange locations within the corridor. The interchange documents will be the basis for developing the work program for interchange modifications/justifications, PD&E Studies and subsequent final design.

Transportation Engineer, Central Florida Commuter Rail Procurements, Orange County, FL. Transportation Engineer assisting in the development of the procurement documents for a Design/Build team to construct and maintain this 61-mile commuter rail transit project from DeLand to Ponciana in Central Florida. The Florida Department of Transportation (FDOT) has selected a transit consultant to prepare 30% track design plans to support the Design/Build procurement and final design plans for the commuter rail stations. This project is planned to use the existing CSX freight rail line and includes 16 stations on the alignment. Additional procurement documents for the Chief Operating Officer, long lead construction items (ties and rails), a Public Involvement Consultant, locomotives, cab cars and coaches, and ticket vending machines are also in various stages of procurement. All AECOM work efforts are being completed under an existing General Engineering Consultant contract with FDOT. AECOM is assisting FDOT with the planning, project development, preliminary engineering review, final design review and procurement efforts to implement the project. In addition, AECOM is providing all station reviews including all site civil design reviews for 12 commuter rail stations including six with park-n-ride and kiss-n-ride facilities.

Transportation Engineer, Florida Department of Transportation Driveway Permit, SR 713 / SR 70, St. Lucie County, FL. Transportation Engineer responsible for preparation of plans for an FDOT driveway permit for Marathon Oil Company. Planned facility included driveway connections to both SR 70 and SR 713. Plan set included horizontal and vertical geometry, cross sections, stormwater culvert crossings, and signing & pavement markings.

In-House Project Manager / Senior Transportation Engineer, General Consultant for FDOT District Five, FL. In-House Project Manager / Transportation Engineer Consultant for this General Engineering Consultant contract with the Florida Department of Transportation, District Five. AECOM has served as an extension of the District's staff providing on-call services by supplying the manpower to complete assignments during peak workload periods; assistance in the long-range programming of work efforts; and support in administration, planning, production and operations efforts. Mr. Rizzolo has worked in-house with the Environmental Management Office (EMO) managing PD&E Studies for District 5 since May 2011.

Areas of Expertise

Ecological Assessments

Years of Experience

With AECOM: 25

With Other Firms: 0

Education

BA / 1997 / Environmental Studies /
Rollins College

Graduate, Environmental Technology
Center, Tampa, Florida

Statewide and US Army Corps of
Engineers Wetland Delineation
Methodology Course (1997, 1996)

Registration/Certification

Professional Wetland Scientist

Gopher Tortoise Authorized Agent (#33)

Kelley Samuels, PWS

Environmental Permits

Ms. Samuels, senior ecologist is a veteran of the AECOM team. Her expertise includes ecological assessments of Florida flora and fauna, with a specific focus on wetlands and wildlife as they relate to linear corridor analyses, environmental permitting, due diligence evaluation, and environmental monitoring. This work includes wetland assessment, wetland delineation, and functional assessment of wetland impacts and proposed mitigation utilizing the Uniform Mitigation Assessment Method (UMAM), protected species analyses, environmental permitting, and air quality analyses. She is an authorized agent by the Florida Fish and Wildlife Conservation Commission to excavate, transport, and handle the state threatened gopher tortoise (*Gopherus polyphemus*). Ms. Samuels has managed all aspects of long-term monitoring of wetland creation and enhancement, wildlife management, and protected species management plans. She has assisted in the delivery of federally funded projects that meet all aspects of the National Environmental Policy Act (NEPA) requirements. She has prepared environmental documents that meet the National Park Service, Department of Energy, Federal Energy Regulatory Commission, Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation Project Development and Environment Study, and federal environmental assessments requirements for millions of dollars of public investment.

LYNX Belco Super Stop, Pine Hills, Categorical Exclusion and Florida Sand Skink Study. AECOM was hired to assist Lynx with the determination of the presence of the federally-listed Florida sand skink (*Neoseps reynoldsii*) within the proposed bus station development site. Kelley assisted with the development and implementation of a quantitative coverboard survey across the project site in accordance with United States Fish and Wildlife Service (FWS) protocols. A technical memorandum was prepared and the results were included in the Categorical Exclusion documentation she prepared in accordance with National Environmental Policy Act (NEPA) requirements.

Florida Department of Transportation, District Five, SR 44, Lake County, Florida. Kelley conducted a quantitative coverboard survey for the state and federally-listed sand skink (*Neoseps reynoldsi*) for this 2-mile major highway reconstruction project and the requisite stormwater locations. She was the primary author of the report summarizing the findings of the study resulting in Section 7 authorization including an endangered Species Act (ESA) determination from the Fish and Wildlife Service (FWS). She is currently in the process of modifying federal construction permit that authorize construction of the project.

Florida Department of Transportation, District Five, SR 5, Volusia County, Florida. Kelley assisted AECOM engineers with the ecological evaluation of the SR 5 corridor spanning approximately two miles from Bills Hill Road to Canal Avenue in Oak Hill, Florida. She quantified the ecological constraints associated with the installation of a sidewalk in the eastern extent of the SR 5 right-of-way. This included establishing the extent of wetland jurisdiction and conducting a listed species assessment of the corridor to determine the permits necessary to obtain construction authorization from regulatory agencies.

Florida Turnpike Enterprise, Minneola Interchange at Florida's Turnpike, Lake County, Florida. Kelley served as the project manager and senior ecologist assisting with the project development and environment (PD&E) study to determine the feasibility of a new interchange with the turnpike mainline at Mile Post 279 north of SR 50 and east of US 27. Site specific assessments were conducted to determine the potential occurrence of threatened and endangered wildlife and to delineate the extent of wetland jurisdiction within the proposed interchange footprint. The results of this work were summarized in technical memorandums that were presented as a part of the overall state environmental impact report (SEIR).

Florida Department of Transportation, Orlando International Airport (OIA) Refresh Alternatives Analysis (AA) Study, Orange and Osceola Counties, Florida. Kelley is the project manager and natural resource subject matter expert for the FDOT OIA AA. The purpose of this study is to provide the analysis and documentation necessary prior to the advancement of a recommended alternative into FTA's New Starts process as defined under the Moving Ahead for Progress in the 21st Century (MAP-21) legislation. AECOM, in conjunction with HDR developed a tiered approach to evaluating the project's potential social, economic and environmental impacts to guide decision-making during the AA phase and through the project's state and federal environmental processes. The OIA AA study identified a recommended alternative that addresses the mobility needs of the study area after evaluating 12 viable alternatives that link the Orange County Convention Center with OIA. Kelley managed the environmental documentation preparation for the Study that concluded in the spring in 2015.

Areas of Expertise

Construction Engineering & Inspection
Program Management/Construction
Management
Construction Management

Education

BS, Civil Engineering, University
of South Florida, 1991

Registrations

1996/Professional Engineer/
Florida #50782
1993/Certified General Contractor/
Florida #57244 (Inactive)

Certifications

TIN #: S42045265

CTQP

Taken & Passed/QC Manager

OTHER

1-21/Temporary Traffic Control (TTC)
Advanced - FDOT Approved
7-22/Critical Structures Construction
Issues SSC

Years of Experience

With AECOM: 22 Years
With Other Firms: 8 Years

J. Larry Sauls, Jr., PE

Office of Construction Support Lead

Mr. Sauls serves as the Construction Services Manager for the Florida Region and provides oversight of personnel and projects. In this role, he is responsible for development and negotiations of Construction Engineering & Inspection (CEI) and Program and Project Management (PPM) construction phase services contracts, the overall project management, and financial accountability of these projects, as well as staff utilization. Mr. Sauls oversees the staff training and development program and coordinates the procurement and utilization of major assets. He also serves as Principal-in-Charge on all current PM/CM contracts and oversees our Quality Assurance/Quality Control program for all construction services.

Mr. Sauls' technical expertise includes all facets of CEI for transportation-related facilities, with emphasis on highways and bridges. He has served as Project Manager for numerous FDOT District Wide Continuing Services and Consultant CEI contracts over the past 20 years. Mr. Sauls' broad professional experience includes construction management and management of multiple CEI projects, civil design, and utilizing and interpreting relevant Department of Transportation and AASHTO Design Specifications and Indexes. His experience includes structures and roadway design, numerous structural and subaqueous structural inspections, organization of Bridge Development Reports, ROW condemnation, and permitting.

Principal-in-Charge, US 41 Venice Bypass from Center Road to Gulf Coast Boulevard, FDOT District One, Sarasota County, FL. This is a \$15.86M federally funded FDOT project. The project consists of adding lanes and reconstruction, milling and resurfacing, widening, base work, bike lanes, drainage and stormwater system improvements, box culverts, curb and gutter, concrete boarding pads, asphalt base curb pads, sidewalks, pedestrian/bicycle railing, signing and pavement marking, signalization, lighting and utility work by highway contractor. [FPID: 198017-6-52-01]

Principal-in-Charge, FDOT Pinellas Ops Hybrid Contract District 7, Pinellas County,

FL. This is a \$5M contract to manage and provide scheduling of CEI staff for in-house FDOT projects administered out of Pinellas Operations., Other responsibilities include coordination of staff between projects, providing manhour estimates for upcoming projects, budget tracking of staff hours, and review and approval of monthly invoices.

Principal-in-Charge, CR 259 over Ward Creek Bridge Replacement, FDOT District Three, Jefferson County, FL. This \$3M project consists of replacing the existing bridge over Ward Creek on CR 259 (Lake Road) in northern Jefferson County, Florida. Work performed includes installation of a temporary on-site diversion using an ACROW bridge, demolition of existing structure, pile driving of 24" steel pipe piles, casting of pile caps, setting of Florida Slab Beams, casting of a reinforced concrete topping, installation of traffic railing, casting of approach slabs, subsoil excavation, regular excavation, embankment, stabilized subgrade, optional base course, asphalt paving on the roadway approaches, milling and resurfacing of the existing roadway beyond the approaches, maintenance of traffic, and signing and pavement markings.

Principal-in-Charge, I-75 at SR 64 Interchange Improvements, FDOT District One, Manatee County, FL. Provided project administration and CEI services on this \$39M Interchange Improvement project. The improvements under this contract consisted of milling and resurfacing, widening, bridge construction, MSE walls, box culvert extension, storm drainage, curb & gutter, sidewalk, guardrail, signalization, ITS, high mast & conventional lighting, signing, pavement markings and utility relocation work. [FPID: 201032-6-52-01; Contract: T1664]

Principal-in-Charge, SR 19 Resurfacing (Marion County Line to Barge Canal Bridge), FDOT District Two, Putnam County, FL. Served as Senior Project Engineer on this \$5.3M project. Work included milling and resurfacing, shoulder treatment, drainage improvements, highway signage, guardrail, Thrie-beam upgrade at bridge connection, and other incidental construction. [FPID: 432265-1-52-01].

Principal-in-Charge, US 17 from DeSoto County Line to CR 634, FDOT District One, Hardee County, FL. This \$23.5M A+B/Incentive-Disincentive construction project consisted of widening, reconstruction, widening of Bridge No. 060001, reconstruction

of Bridge No. 060063, new construction of Bridge Nos. 060061 and 060062, soundwall construction, drainage improvements, signing and pavement marking for SR 35 (US 17) from DeSoto County Line northerly approximately 4.952 miles to CR 634 (Sweetwater Road).

Principal-in-Charge, CEI Interstate Construction Engineering Support Contract, FDOT District Seven, FL. This contract provides full time staff in support of the District Seven Interstate Construction Resident Engineer's Office in Tampa. It is a five-year, \$5M contract which provides support to the Department's Interstate Resident and his Project Management and CEI Staff. The objectives of the contract include: minimize construction impacts to area traffic, minimize contract and construction problems by early anticipation and detection, provide accurate and thorough evaluation of claims submitted by contractors and maintain responsive, effective and positive PIO program to the community for the Interstate Construction Program and District Seven. [FPID 258422-2-62-02; 258422-2-62-03] Contract Nos. C9H48 & CA692

Senior Project Engineer, US 41 from I-275 to Hillsborough County Line and US 41 at Piney Point Road and Dock Street (Port Manatee), FDOT District One, Manatee County, FL. AECOM provided project management and construction engineering and inspection services on this \$17M roadway construction project. The project included reconstruction and widening of US 41 and modifications to the US 41 Port Manatee entrances and Piney Point and Dock Streets. The project included concrete pavement construction, milling and resurfacing, I-275 ramp improvements, urban and rural drainage improvements, box culvert construction, lighting, signalization, landscaping, Port Manatee architectural sign construction, signing and marking, and utility adjustments. [FPIDs: 196114-2-52-01, 196114-3-52-01]

Principal-in-Charge, Manatee Operations Continuing Services Contract (Inspection Support), FDOT District One, FL. Providing project administration and CEI services under the Continuing Services contract on multiple projects in various counties in the Sarasota/Manatee County geographic area. [Contract Numbers: C9L46, C9V61 and CA386]

Principal-in-Charge, Capital Cascade Connector Bridge, Blueprint 2000 Intergovernmental Agency, City of Tallahassee, FL. Construction of a sailboat-themed bridge over SR 61/South Monroe Street; a 12-foot-wide concrete trail through lush landscape, hardscape, aesthetic lighting at both approaches of the bridge; and a parking lot at the southeast quadrant. This new post tensioned pedestrian bridge will cross South Monroe Street near the State Capital to connect Cascades Park with the FAMU Way portion of Capital Cascades Trail. This project included a concrete bridge deck supported by steel pipe pier posts in addition to the multi-use trail that connects to Capital Cascades Park.

Principal-in-Charge, I-75 from Sumter Boulevard to River Road, FDOT District One, Sarasota County, FL (10/13-3/17). Provided project administration and CEI services on this \$35M Interstate widening project. The improvements under this contract consisted of milling and resurfacing, widening, drainage improvements, high mast lighting, guardrail, cable barrier, signing, pavement markings, box culvert extensions and bridge widening at the Deer Prairie Creek Bridge. [FPID: 413044-4-52-01; T1455] *FDOT Reference: Marléna Gore, Project Manager; (863) 272-5008*

Senior Project Engineer, US 17 from CR 674 to 7th Avenue, FDOT District One, Hardee County, FL (8/11-11/13). Provided project management and construction engineering and inspection services on this \$18M roadway and bridge construction project. The project included widening of US 17 from two to four lanes. The project also included construction of two bridges over the Alligator Branch waterway. Urban and rural drainage improvements, box culverts, sanitary sewer, potable water, signing and marking, and utility adjustments were also included in this contract. [FPID: 420633-1-52-01] *FDOT Reference: Phil Chiarini, Project Manager (retired); Jim Nichols (941) 708-4400*

Senior Project Engineer/Project Manager, US 27/SR 80 Interchange, FDOT District One, Hendry County, FL (9/11-10/12). Provided project management and construction engineering and inspection services on this \$18M roadway and bridge construction project. The project included new construction, reconstruction, milling and resurfacing, widening, MSE Walls, drainage improvements, lighting, signing and pavement markings and signalization and new bridge construction (over SR 25/US 27) on SR 80. [FPID: 408286-1-52-01] *FDOT Reference: Gerald Byrne, PE, Construction Engineer; (239) 985-7800*

Senior Project Manager, CR 54 (Ronald Reagan Parkway) – Phases II & III, Polk County Transportation Department, FL. Provided project management on this \$32M multi-lane reconstruction project which widened the facility from two lanes to a four-lane urban with divided median and bike lanes. The project included construction of a two-span structural steel bridge with concrete deck over I-4. The project also included JPA utility work for sewer and water, and utility relocation for Verizon, Progress Energy, Polk County Utilities, Comcast, BrightHouse, Central Florida Gas, and Central Florida Pipeline.

Areas of Expertise

Major Program Management
General Engineering Consultant (GEC)
Project Management
Asset Management
Limited Access Design
Toll Programs

Education

MBA, Management & Information
Systems, University of South Florida,
2001
BS, Civil Engineering, University of
Massachusetts at Amherst, 1998

Registration

2003/Professional Engineer/
Florida #59544

Certifications

2017, FDOT Advanced Temporary
Traffic Control, FL #24323
2011, FDEP Florida Stormwater,
Erosion, and Sedimentation Control
Inspector, FL

Professional Affiliations

Florida Engineering Society (FES)
Advancing Women in Transportation
Society (WTS)
American Society of Civil Engineers
(ASCE)

Specialized Training

2011, Florida Engineering Leadership
Institute (FELI), Florida Engineering
Society
2018, IBTTA Leadership Academy,
International Bridge Tunnel and
Turnpike Assoc.

Years of Experience

With AECOM: 1 Years
With Other Firms: 21 Years

Nathan L. West, PE*Quality Assurance*

Nathan West brings over 22 years of wide-ranging experience in the transportation industry with many of those as Program and Project Managers for major transportation General Engineering Consultant (GEC) contracts and design and construction plans development projects. He brings over 18 years of General Engineering Consulting experience from multiple programs, including five years as Program Director of the major production and toll GEC program at Florida's Turnpike Enterprise (FTE), and 13 years in supporting District One GEC as a consultant project manager reporting directly to the Program Manager for that GEC. His diversified experience also includes management of complex multi-level interchanges; limited access interstate, arterial, and local road design; and toll plaza, roundabout and bridge design projects. He also brings experience in design-build RFP development and transit design experience from ADA improvements to architectural vertical construction.

Program Director, General Engineering Consultant (GEC) Services for Florida's Turnpike Enterprise Transportation Development and Toll Operation Offices, Florida's Turnpike Enterprise, Florida Department of Transportation, Ocoee, Florida.

Served as Program Director (2014 to 2018) for 5-Year \$100 million production and tolls GEC contract. Nathan's role consisted in management of multiple group managers in areas of design, consultant project management, Project Development and Environment (PD&E), Permitting, Plans, Specs, and Estimates (PS&E), and tolls project management. Nathan was responsible for over 60+ full-time in-house staff at numerous Turnpike facilities around the state, in transportation development (design and production), tolls production, back office data center, construction management, environmental management, and architectural support. His team provided extensive support services, not limited to plan submittal reviews, design-build scope development, lead environmental permitting, project estimates preparation, schedule development, consultant project management, construction support, managed lanes development and work program development. As the GEC program director, Nathan was responsible for supporting the Executive Director of FTE as well as the directors in Transportation Development, Finance, and Tolls. Nathan supported the Bond Resolution/Requirements of FTE, reporting directly to Chief Financial Officer, in preparing annually for the Finance Department, reports such as the Renewal and Replacement Cash Flow Certification, GASB 34 Certification, Annual Inspection of System, Asset Tracking and Insurance Verification, as well as other financial needs.

Project Management Program Manager, GEC Services for Florida's Turnpike Enterprise Transportation Development and Toll Operation Offices, Florida's Turnpike Enterprise, Florida Department of Transportation, Ocoee, Florida.

Served as Project Management Program Manager (2013 to 2014), managing the ATKINS production staff, including consultant project managers, schedulers, estimators, document controls, application developments, enterprise asset management staff, architectural support and work program staff. Managed this staff to ensure on-time delivery of projects for letting, and

ensuring FTE met their annual agenda package commitments. Annually supported Program Management Administrator and Director of Transportation Development in development of 5-year work program. This included ensuring staff prepared and managed project schedules, prepared project estimates for program funding for projects during annual 5-year work programming effort, and ensured contract documents met all FDOT document controls policies and procedures for Electronic Data Management Systems (EDMS) for historical documentation.

Consultant Project Manager, GEC Services, District One, Florida Department of Transportation, Bartow, Florida. Served as a Consultant Project Manager responsible for the management of District selected consultants for the delivery of production ready contract documents for letting and construction. Responsible for ensuring delivery of production plans for letting to meet District One Agenda Package. Coordinated all aspects of project internal with District, including scoping project, managing schedule, ensuring permits and

utility clear, managing budget, and ensuring complete contract documents for capacity improvements, design-build, Resurfacing, Restoration, and Rehabilitation (RRR), local agency participation, and sidewalk/multi-use trail projects, such as projects listed below:

Capacity Projects

Project Manager, US 27 – S of State Road 542 to N of County Road 546 (FPID 197706-1-52-01)

Project Manager, US 27 – S of State Road 540 to S of State Road 542 (FPID 197707-1-52-01)

Project Manager, US 27 – S of Lake Isis Avenue to Polk/Highlands County Line (FPID 194485-2-52-01)

Resurfacing, Restoration, and Rehabilitation (RRR) Projects

Project Manager, SR 70A – From 44th Avenue to US 301 (FPID: 195970-2-52-01)

Project Manager, SR 70 – From east of State Road 31 to Highlands County Line (FPID: 193848-2-52-01)

Project Manager, SR 517 – From New Tampa Hwy to Memorial Blvd (FPID: 197355-2-52-01)

Project Manager, SR 549 – From Avenue “O” to Avenue “T” North (FPID: 406760-1-52-01)

Project Manager, SR 80 – From Fowler Street to Seaboard Street (FPID: 411867-1-52-01)

Design Build/ARRA Stimulus Projects

Project Manager, Matanzas Pass Bridge Painting ARRA/Low Bid Design Build, Fort Myers Beach, FL

Project Manager, CR 769 Scour Protection Repair ARRA/Low Bid Design Build, Charlotte County, FL

Project Manager, MM 63 South Rest Area/Safety Building Improvements, Design Build, Collier County, FL

Project Engineer, GEC Services for Florida’s Turnpike Enterprise Transportation Development and Toll Operation Offices, Florida’s Turnpike Enterprise, Florida Department of Transportation, Ocoee, Florida. Served as Project Engineer (2000 to 2005), providing quality control in the review of computation book quantities and plans for numerous turnpike projects, ranging from RRR to new corridors. Supported the SunPass Challenge in setting the early line and grade for Open Road Tolling Concepts to improve operations at numerous interchanges throughout Florida’s Turnpike Enterprise System.

Project Engineer, GEC Services, District Seven, Florida Department of Transportation, Tampa, Florida. Served as a project engineer supporting annual work program planning, providing development of scope of services and initial Long-Range Estimates (LRE) for projects potentially being added to the Five-Year Work Program.

Project Manager/Engineer of Record, Hanson Street Extension from US 41 to SR 82, City of Fort Myers Public Works, Fort Myers, FL. Served as Project Manager and Engineer of Record for 60% plans for the capacity widening from 2-lane rural to 4-lane urban for Hanson Street from US 41 to Veronica Shoemaker Boulevard, and the 100% plans for new 4-lane urban corridor alignment from Veronica Shoemaker Boulevard to SR 82, including overpass over I-75. Nathan also led the coordination with Florida’ Power and Light for the parallel easement agreement and relocation for existing high voltage transmission lines and Seminole Gulf Railroad for existing crossing No. 623296X.

Project Manager/Engineer of Record, South Road Realignment, Lee County Port Authority, Fort Myers, FL. Served as Project Manager and Engineer of Record for the realignment of South Road at the Page Field General Aviation Airport to accommodate future property development and growth. Project included coordination with FDOT and Federal Aviation Authority (FAA).

Deputy Project Manager, Estero Parkway Extension from Three Oaks Parkway to Ben Hill Griffin, Lee County Department of Transportation, Fort Myers, FL. Served as Deputy Project Manager for the new corridor alignment for a 4-Lane urban typical section. This project included a new crossing over I-75, coordination with FHWA for an air rights agreement, and coordination with FDOT for the widening of I-75 and potential future passenger rail in the I-75 corridor.

Project Manager, Multiple Transit Projects for LeeTran and Collier Area Transit (CAT), Lee and Collier County, FL. Served as Project Manager for over 50 Bus Stop design/construction projects to upgrade to ADA and FDOT Standards. All provided Project Management for multiple vertical projects including the CAT Government Center Transfer Station and Radio Road Maintenance Facility Improvements.

FORMS





April 20, 2021

Addendum No. 1

Project: RFQ 2021-002 Connect Kissimmee Local Agency Program (LAP) FPN: 437472-1-38-01

TO ALL PROPOSERS:

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

Due to COVID-19 interested parties are required to respond to this Request for Qualification by Electronic submittals via Vendorlink or Demandstar. 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.

Vendor Link:

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 Project, 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 Project, 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 April 26, 2021 at 10:00am was been moved to a teleconference platform. If there are any changes to the scheduled meeting an announcement will be posted on DemandStar and Vendorlink.

You are invited to a Zoom meeting.

When: April 26, 2021 10:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/joining/register/tZU5fu6prTqiGNDA4bXsAKZHd2abd3K7Q58->

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 RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

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

(Signature)

COMPANY NAME AECOM Technical Services, Inc.

COMPANY ADDRESS 150 N. Orange Ave, Orlando, FL 32801

BY: M. Janet Everett DATE: June 1, 2021

(signature)

M. Janet Everett, PE/Vice President EMAIL: jan.everett@aecom.com

(typed name/title of signer)



May 13, 2021

Addendum No. 2

Project: RFQ 2021-002 Connect Kissimmee Local Agency Program (LAP) FPN: 437472-1-38-01

TO ALL PROPOSERS:

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

1. Is there a page limit for this proposal?
 - If yes, please provide clarification on the following verbiage found on page 8 of the RFP “Double sided pages are acceptable actable as one page.”

Answer: Yes, page limitations are described in the revised Sections 3.1. Since this is an electronic submittal, there are no double sided pages. Please see revision Section 3.1 attached in this addendum for revised language.

IT SHOULD BE NOTED:

The intent of the page limitations is to avoid large and unnecessary submittals that may be redundant, so please, limit the amount of information provided using discretion based on the content of the RFQ. Double sided pages are acceptable actable as one page. Clarification and/or a specific request can be made via a formal Addendum question through the City’s Purchasing Department.

2. May we include exhibits?
 - If yes, may exhibits be 11x17? Do 11x17 sheets count as one or two pages?

Answer: Yes, exhibits may be 11x17. 11x17 sheets count as one page. Please see revised section from Response No. 1.

3. Would the City like a cover letter *in addition* to the content requested on pages 7 and 8 of the RFP?

- **Answer: Yes, please include a cover page with the following content:**
- **Date**
- **Attention Procurement Division**
- **City of Kissimmee Address**
- **RFQ 2021-002**
- **Connect Kissimmee Complete Streets**
- **Brief introduction of your company**

- Signature of the individual authorized to represent the consultant

4. In section 3.1.3. “Type of Work,” is the City requesting our FDOT prequalification letter? Does the City require licenses to be submitted for all PEs, just for Prime PEs, or just the Project Manager – please clarify.

Answer: Yes, the City is requesting the FDOT pre-qualification letter for Prime. The City requests a copy of licenses to be submitted for all PEs, Prime consultants and subconsultants who hold a license or certificate.

5. Is the requested information in 3.1.5 “Other Information” on page 8 in addition to the cover letter, references, and other qualifications submitted in the earlier sections of the proposal?

Answer: No.

6. Should the forms requested in 3.1.6 be placed in the order listed on page 8 or the order they are placed in Attachment A of the RFP?

Answer: Please provide the order listed in Attachment A of the RFP.

7. Should we include the conflict of interest form? It is in Attachment A, but not listed in 3.1.6.

Answer: Yes, please provide the conflict of interest form.

8. In reviewing the RFQ the Scope of Work on page 8 of 175 indicates that the Consultant be pre-qualified under work type 3.2. Does the firm submitting as the prime consultant have to be 3.2 pre-qualified or can a subconsultant address that qualification? Also, since this is a LAP Project, does the team (prime and subconsultants) require any other FDOT pre-qualifications such as 4.1.1, 6.2, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 9.1, 14.0, and 15.0? The scope of work on page 173 of 175 indicates that the quality control reviewer shall be pre-qualified in the work group being reviewed but no additional work groups are provided except for 3.2.

Answer: Yes the firm submitting as the prime consultant should be 3.2 pre-qualified. The team (Prime or subconsultant) is required to be FDOT pre-qualified for the following: 4.1.1, 6.2, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 9.1 and 15.0.

9. Page 8 of the RFQ says the following, but there isn’t any notice of page limits anywhere else in the RFQ. Is there a number of pages the City wants our SOQ limited to?

IT SHOULD BE NOTED:

The intent of the page limitations is to avoid large and unnecessary submittals that may be redundant, so please, limit the amount of information provided using discretion based on the content of the RFQ. Double sided pages are acceptable as one page.

Clarification and/or a specific request can be made via a formal Addendum question through the City's Purchasing Department.

Answer: Please refer to Response No. 1. Page 8 has been updated and included with this addendum to remove the language referencing double sided pages.

10. Is Kimley-Horn precluded from submitting their qualifications for this portion of the project because they did the Concept Plan?

Answer: No, Kimley-Horn is not precluded from submitting their qualifications.

11. How would the City like the submittal structured – per the Qualification Content under section 3.1 or per the Scoring Criteria under section 4.2?

Answer: The City would like the content structured per the Qualification Content under Section 3.1. Refer to the attached revised Section included in this addendum for page requirements.

12. I was at the preproposal meeting at City Hall with two others and while reviewing the Kimley Horn design, you had mentioned that we would be able to get a copy of the plans, and possibly in CAD format. Is that still possible and available to us?

Answer: The plans are the concept plans which were included as an attachment in the original RFP. The CAD files are included with this addendum.

13. I am specifically concerned with the Work Task Qualifications section. This section asks for “a narrative discussing the methodology that would be used to accomplish the work tasks and previous experience with similar tasks”. It also asks for “the firm’s understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties.....”

Answer: Please refer to Response No. 1.

14. Without a page limit this section could be huge. Typically sections requesting this information are limited to between 4 and 10 pages. If it is not limited you may get 30 pages, 40 pages or even more to provide the requested information.

Answer: Please refer to Response No. 1.

15. There are so many project details that could be discussed not to mention innovation, specialized skills, difficulties, similar projects, etc. In the end, how much information does the City PM and the other RGQ reviewers need to have to assist them with a shortlist with overwhelming them with information/data? This is why the knowing if there is a page limit is so important.

Answer: Please refer to Response No. 1.

16. I am requesting clarification on the use of SF 330 on this proposal. On past City proposals it was a requirement to use the SF 330 on past proposals. While it doesn't specifically call for the forms in the RFQ, it was mentioned in the pre-proposal meeting that it would be important for "you" to make sure you get your forms in order and don't leave any blank spaces. Is it the intent for the respondent to use the SF 330?

Answer: No, the intent is not to use the SF 330 Form. The forms indicated on the RFQ, refer to the Forms described in Section 3.1.6 of the RFQ.

Qualification Opening Date Change:

Current Date: Qualifications are due not later than May 17, 2021 at 2:00pm and Qualification Opening Date is May 17, 2021 at 2:30pm.

NEW Date: Qualifications are due not later than May 24, 2021 at 2:00pm and Qualification Opening Date is May 24, 2021 at 3:30pm.

*****Bid Opening*****

When: May 24, 2021 03:30 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/tZEKf-ygrDIqGdcyPdBafYzvNJUOAlnhktg>

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 RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

**Brandon Durango
Procurement Manager**

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

(Signature)

COMPANY NAME AECOM Technical Services, Inc.

COMPANY ADDRESS 150 N. Orange Ave, Orlando, FL 32801

BY: M. Janet Everett DATE: June 1, 2021

(signature)

 M. Janet Everett, PE/Vice President EMAIL: jan.everett@aecom.com
(typed name/title of signer)



May 24, 2021

Addendum No. 3

Project: RFQ 2021-002 Connect Kissimmee Local Agency Program (LAP) FPN: 437472-1-38-01

TO ALL PROPOSERS:

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

1. Qualification due date has been extended to Tuesday June 1, 2021 at 2:00pm.
2. Qualification opening date has been extended to Tuesday June 1, 2021 at 2:30pm
3. Section 4.1.5 has been revised:
 - a. Anticipated procurement scheduling of the RFQ process is as follows:

Qualifications Opening	June 1, 2021
Evaluation & Selection Committee Meeting(s)	June 21 & 25, 2021
Short Listed Presentations	July 6, 2021
Board's Authorization of Contract Negotiation	August 10, 2021
Notice To Proceed	October 18, 2021

*****Qualifications Opening*****

When: June 1, 2021 02:30 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZMude6pqzwjGt26kxrdxhKxPCPYo6x4KBH8>

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 RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

**Brandon Durango
Procurement Manager**

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

(Signature)

COMPANY NAME AECOM Technical Services, Inc.

COMPANY ADDRESS 150 N. Orange Ave, Orlando, FL 32801

BY: M. Janet Everett DATE: June 1, 2021

(signature)

M. Janet Everett, PE/Vice President EMAIL: jan.everett@aecom.com

(typed name/title of signer)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
12/19
Page 1 of 3

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

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PROGRAM MANAGEMENT
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
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1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: AECOM Technical Services, Inc.

**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: M.J. Everett, PE Date: June 1, 2021 Authorized Signature M. Janet Everett

Title: Vice President

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 _____, <i>if known:</i> <u>AECOM Technical Services, Inc.</u> <u>150 North Orange Avenue</u> <u>Orlando, Florida, 32801</u> Congressional District, <i>if known:</i> 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
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>M. Janet Everett</u> Print Name: <u>M. Janet Everett, PE</u> Title: <u>Vice President</u> Telephone No.: <u>407-992-4335</u> Date (mm/dd/yyyy): <u>June 1, 2021</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

AECOM Technical Services, Inc.

Name of Consultant

By: _____

M. Janet Everett

June 1, 2021

Date

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

CITY OF KISSIMMEE
CONNECT KISSIMMEE

Bid or Contract No. **RFQ2021-002**

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

DESCRIPTION OF CONTRACT: CONNECT KISSIMMEE

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared June 1, 2021
_____, who, being by me first duly sworn, made the following statement:

1. The business address of 150 N. Orange Ave, Orlando, FL (name or bidder of contractor, is Vice President (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 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.)

M. Janet Everett
M. Janet Everett, PE - Vice President

Sworn and subscribed before me in the state and county first mentioned above on the 1st day of June, 2021.

Shelley O'Neill

Notary Public (affix seal)

April 20, 2024

My Commission Expires



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

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: AECOM Technical Services, Inc.

By: M. Janet Everett, PE

Date: June 1, 2021

Title: Vice President

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 erroneous 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
02/20

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:		Prime Consultant:	AECOM Technical Services, Inc.
Project Description:	RFQ2021-002 Local Agency Program (LAP) FPN: 437472-1-38-01		

Expected percentage of contract fees to be utilized by DBE(s): 10 %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses 90 %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
AECOM Technical Services, Inc.	3.2	30	☐	☐	☒
	4.1.1	15			
	6.2	15			
	9.1	10			
	14.0	10			
	15.0	10			
	Choose an item.				
	Choose an item.				

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
M.G. Vera & Associates	8.1	3.5	☒	☐	☐
M.G. Vera & Associates	8.2	3.5	☒	☐	☐
M.G. Vera & Associates	8.4	3.0	☒	☐	☐
	Choose an item.		☐	☐	☐
	Choose an item.		☐	☐	☐
	Choose an item.		☐	☐	☐
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	Choose an item.		☐	☐	☐
	Choose an item.		☐	☐	☐
	Choose an item.		☐	☐	☐

Total percent for Prime and Subs committed: (Note to Consultants: should be 100% when submitted to FDOT)	100
Total percent for Prime and Subs remaining to be committed: (Note to Consultants: should be 0% when submitted to FDOT)	0

By: Jan Everett, PE Title: Vice President Date: 6/1/2021

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFQ2021-002	CONNECT KISSIMEE COMPLETE STREETS (EMMETT STREET, BROADWAY, AND MAIN STREET FROM JOHN YOUNG PKWY (US 17/92) TO VINE ST (US 192))	437472-2-38-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
M. Janet Everett, PE		02-02-2022

LICENSES





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 23, 2021

Carlos Garcia, Vice President, Florida Transportation Operations Leader
AECOM TECHNICAL SERVICES, INC.
150 North Orange Avenue, Suite 200
Orlando, Florida 32801

Dear Mr. Garcia:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental
- 4.3.1 - Complex Bridge Design - Concrete
- 4.3.2 - Complex Bridge Design - Steel
- 4.4 - Movable Span Bridge Design

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design

Safety, Mobility, Innovation
www.fdot.gov

- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.4.1 - Standard Foundation Studies
 - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 14 - Architect
- Group 15 - Landscape Architect
- Group 21 - Acquisition, Negotiation, Closing, and Order of Taking
- Group 24 - Acquisition Relocation Assistance
- Group 25 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until April 1, 2022 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
130.70%	107.10%	Excluded	No	8.06%	11.10%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

CBHK/kw



Ron DeSantis, Governor



STATE OF FLORIDA

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DUVNJAK, GORAN

383 MAINSAIL COURT
LAKE MARY FL 32746

LICENSE NUMBER: PE84141

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EVERETT, MARY JANET

306 WICKHAM COURT
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FORGAS, SAMANTHA

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FOSTER, GARFIELD L.

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GHOSH, DEBAPI KUMAR

12002 PASTEUR DR
UNIT 316
ORLANDO FL 32826

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LIATSOS, VACILIOS G.

150 ORANGE AVE
SUITE 200
ORLANDO FL 32801

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MIKESELL, STEVEN DOUGLAS

150 N ORANGE AVENUE
SUITE 200
ORLANDO FL 32801

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NEVAH, PATRICK BRIAN

7650 WEST COURTNEY CAMPBELL CSWY
TAMPA FL 33607-1462

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PERKINS, DUSTIN EDWARD

420 CENTRAL AVE
MAITLAND FL 32751

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PHILLIPS, MICHAEL S.

2936 PLAZA TERRACE DRIVE
ORLANDO FL 32803

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PRINCE, KRISTINE ELIZABETH

2062 EASTBROOK BLVD
WINTER PARK FL 32792

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RIZZOLO, CHRISTOPHER

3617 DUBSDREAD CIR
ORLANDO FL 32804

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SAULS, JAMES LARRY

6015 CHURCHSIDE DRIVE
LITHIA FL 33547

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BURWELL, DAVID S.

208 WILD CREEK COURT
LONGWOOD FL 32779

LICENSE NUMBER: PE55853

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WEST, NATHAN LEWIS

7566 BLUEJACK OAK DRIVE
WINTER GARDEN FL 34787

LICENSE NUMBER: PE59544

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FINANCIALS



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

(Mark one)



ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

OR



TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934

For the transition period from _____ to _____

Commission file number 0-52423

AECOM

(Exact name of Registrant as specified in its charter)

Delaware
State or Other Jurisdiction Of Incorporation or Organization61-1088522
I.R.S. Employer Identification Number

300 South Grand Avenue, 9 th Floor	
Los Angeles, California	90071
Address of Principal Executive Offices	Zip Code

(213) 593-8000

Registrant's Telephone Number, Including Area Code

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	ACM	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ NoIndicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of registrant's common stock held by non-affiliates on March 27, 2020 (the last business day of the registrant's most recently completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately \$4.5 billion.

Number of shares of the registrant's common stock outstanding as of November 12, 2020: 150,763,791

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2020 year end.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

AECOM
Index to Consolidated Financial Statements
September 30, 2020

Audited Annual Consolidated Financial Statements	
Reports of Independent Registered Public Accounting Firm	70
Consolidated Balance Sheets at September 30, 2020 and 2019	74
Consolidated Statements of Operations for the Years Ended September 30, 2020, 2019 and 2018	75
Consolidated Statements of Comprehensive (loss) Income for the Years Ended September 30, 2020, 2019, and 2018	76
Consolidated Statements of Stockholders' Equity for the Years Ended September 30, 2020, 2019, and 2018	77
Consolidated Statements of Cash Flows for the Years Ended September 30, 2020, 2019, and 2018	78
Notes to Consolidated Financial Statements	79

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of AECOM

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of AECOM (the "Company") as of September 30, 2020 and 2019, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended September 30, 2020, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of September 30, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 18, 2020 expressed an unqualified opinion thereon.

Adoption of New Accounting Standard

As discussed in Notes 2 and 11 to the consolidated financial statements, the Company changed its method of accounting for leases in 2020 due to the adoption of ASU No. 2016-02, *Leases*.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Contract cost and claim recovery estimates

Description of the Matter For the year ended September 30, 2020, contract revenues recognized by the Company were \$13.2 billion. Contract revenues include \$3.6 billion which relate to fixed price contracts. As described in Note 4 of the consolidated financial statements, the Company generally recognizes revenues for these contracts over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In addition, the Company's estimate of transaction price includes variable consideration associated with claims only to the extent that a significant reversal would not be probable.

Recognition of revenue and profit over time as performance obligations are satisfied for long-term fixed price contracts is highly judgmental as it requires the Company to prepare estimates of total contract revenue and total contract costs, including costs to complete in-process contracts. These estimates are dependent upon a number of factors, including the accuracy of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates.

As of September 30, 2020, significant claims included in contract assets and other non-current assets on the consolidated balance sheet were approximately \$170 million. Revenue recognition relating to claims is highly judgmental as the amount has been disputed by the customer and it requires the Company to prepare estimates of amounts expected to be recovered. Changes in recovery estimates can have a material effect on the amount of revenue recognized.

Auditing contract revenue recognition is complex and highly judgmental due to the variability and uncertainty associated with estimating the costs to complete and amounts expected to be recovered from claims. Changes in these estimates would have a significant effect on the amount of contract revenue recognized.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls that address the risk of material misstatement of contract revenue including those associated with cost to complete estimates for long-term fixed price contracts and estimates of amounts expected to be recovered from claims. For example, we tested controls over the Company's review of estimated direct and indirect costs to be incurred and estimates of claim recovery amounts.

To evaluate the Company's determination of estimated costs to complete, we selected a sample of contracts and, among other things, inspected the executed contracts including any significant amendments; conducted interviews with and inspected questionnaires prepared by project personnel; tested key components of the cost to complete estimates, including materials, labor, and subcontractors costs; reviewed support for estimates of project contingencies; compared actual project margins to historical and expected results; and recalculated revenues recognized.

To test revenue recognized relating to claims, we selected a sample of projects and evaluated the estimates made by management by reviewing documentation from management's specialists and external counsel to support the amount of the claim. We also tested management's estimation process by performing a lookback analysis to evaluate claims settled in the current year compared to management's prior year estimates.

Valuation of goodwill

Description of the Matter As of September 30, 2020, the Company's goodwill was \$3.5 billion. As discussed in Note 1 of the consolidated financial statements, in the fourth quarter of each fiscal year the Company performs an annual goodwill impairment test for each reporting unit and between annual tests if events occur or circumstances change which suggest that goodwill should be evaluated.

Auditing management's goodwill impairment tests is complex and highly judgmental due to the significant estimates required to determine the fair value of the reporting units. These fair value estimates are affected by significant assumptions including revenue growth rate, profitability, weighted average cost of capital, and terminal values, which reflect management's expectations about future market or economic conditions.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's goodwill impairment review process including management's review of the significant assumptions used to determine the fair value of the reporting units.

To test the estimated fair value of its reporting units, with the support of a valuation specialist, we performed audit procedures that included, among others, assessing fair value methodologies and testing the significant assumptions discussed above and the underlying data used by the Company in its analysis. We compared the significant assumptions used by management to current industry and economic trends, historical operating results, contract backlog, changes to the Company's business operations and other relevant factors. We performed a lookback analysis to evaluate the accuracy of management's prior year revenue and profitability estimates. We performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the reporting units that would result from changes in the assumptions. We also tested the reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1990.

Los Angeles, CA
November 18, 2020

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of AECOM

Opinion on Internal Control over Financial Reporting

We have audited AECOM's (the "Company") internal control over financial reporting as of September 30, 2020, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the "COSO criteria"). In our opinion, AECOM maintained, in all material respects, effective internal control over financial reporting as of September 30, 2020, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the 2020 consolidated financial statements of the Company and our report dated November 18, 2020 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Los Angeles, California
November 18, 2020

AECOM

Consolidated Balance Sheets (in thousands, except share data)

	September 30, 2020	September 30, 2019
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,599,688	\$ 777,476
Cash in consolidated joint ventures	108,644	108,163
Total cash and cash equivalents	1,708,332	885,639
Accounts receivable—net	2,865,888	2,869,216
Contract assets	1,536,389	1,581,806
Prepaid expenses and other current assets	667,393	515,593
Current assets held for sale	716,727	1,633,302
Income taxes receivable	35,637	49,089
TOTAL CURRENT ASSETS	7,530,366	7,534,645
PROPERTY AND EQUIPMENT—NET	381,672	405,605
DEFERRED TAX ASSETS—NET	357,318	288,949
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	229,312	256,131
GOODWILL	3,484,221	3,476,813
INTANGIBLE ASSETS—NET	76,917	99,636
OTHER NON-CURRENT ASSETS	160,036	172,134
OPERATING LEASE RIGHT-OF-USE ASSETS	652,115	—
NON-CURRENT ASSETS HELD FOR SALE	126,994	2,316,995
TOTAL ASSETS	\$ 12,998,951	\$ 14,550,908
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Short-term debt	\$ 223	\$ 47,835
Accounts payable	2,352,144	2,410,838
Accrued expenses and other current liabilities	2,211,734	1,878,319
Income taxes payable	47,103	59,541
Contract liabilities	988,881	851,040
Current liabilities held for sale	469,718	1,163,654
Current portion of long-term debt	20,651	50,527
TOTAL CURRENT LIABILITIES	6,090,454	6,461,754
OTHER LONG-TERM LIABILITIES	162,784	266,304
OPERATING LEASE LIABILITIES	745,287	—
LONG-TERM LIABILITIES HELD FOR SALE	98,793	313,962
DEFERRED TAX LIABILITY-NET	3,491	4,511
PENSION BENEFIT OBLIGATIONS	443,462	387,042
LONG-TERM DEBT	2,041,136	3,217,985
TOTAL LIABILITIES	9,585,407	10,651,558
COMMITMENTS AND CONTINGENCIES (Note 18)		
AECOM STOCKHOLDERS' EQUITY:		
Common stock—authorized, 300,000,000 shares of \$0.01 par value as of September 30, 2020 and 2019; issued and outstanding 157,044,687 and 157,482,983 shares as of September 30, 2020 and 2019, respectively	1,570	1,575
Additional paid-in capital	4,035,414	3,953,650
Accumulated other comprehensive loss	(918,674)	(864,197)
Retained earnings	174,248	599,548
TOTAL AECOM STOCKHOLDERS' EQUITY	3,292,558	3,690,576
Noncontrolling interests	120,986	208,774
TOTAL STOCKHOLDERS' EQUITY	3,413,544	3,899,350
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 12,998,951	\$ 14,550,908

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Operations (in thousands, except per share data)

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
Revenue	\$ 13,239,976	\$ 13,642,455	\$ 13,878,316
Cost of revenue	12,530,416	13,030,800	13,399,283
Gross profit	709,560	611,655	479,033
Equity in earnings of joint ventures	48,781	49,320	49,357
General and administrative expenses	(188,535)	(148,123)	(135,787)
Restructuring costs	(188,345)	(95,446)	—
Gain on disposal activities	—	3,590	—
Impairment of long-lived assets	—	(24,900)	—
Income from operations	381,461	396,096	392,603
Other income	11,056	14,556	20,628
Interest expense	(159,914)	(161,482)	(201,023)
Income from continuing operations before taxes	232,603	249,170	212,208
Income tax expense (benefit) for continuing operations	45,753	13,498	(3,494)
Net income from continuing operations	186,850	235,672	215,702
Net loss from discontinued operations	(340,591)	(419,662)	(18,575)
Net (loss) income	(153,741)	(183,990)	197,127
Net income attributable to noncontrolling interests from continuing operations	(16,398)	(24,710)	(20,197)
Net income attributable to noncontrolling interests from discontinued operations	(16,231)	(52,350)	(40,462)
Net income attributable to noncontrolling interests	(32,629)	(77,060)	(60,659)
Net income attributable to AECOM from continuing operations	170,452	210,962	195,505
Net loss attributable to AECOM from discontinued operations	(356,822)	(472,012)	(59,037)
Net (loss) income attributable to AECOM	\$ (186,370)	\$ (261,050)	\$ 136,468
Net (loss) income attributable to AECOM per share:			
Basic continuing operations per share	\$ 1.07	\$ 1.34	\$ 1.23
Basic discontinued operations per share	\$ (2.24)	\$ (3.00)	\$ (0.37)
Basic earnings per share	\$ (1.17)	\$ (1.66)	\$ 0.86
Diluted continuing operations per share	\$ 1.06	\$ 1.32	\$ 1.20
Diluted discontinued operations per share	\$ (2.22)	\$ (2.95)	\$ (0.36)
Diluted earnings per share	\$ (1.16)	\$ (1.63)	\$ 0.84
Weighted average shares outstanding:			
Basic	159,005	157,044	159,101
Diluted	161,292	159,684	162,261

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Comprehensive Income (Loss) **(in thousands)**

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
Net (loss) income	\$ (153,741)	\$ (183,990)	\$ 197,127
Other comprehensive (loss) income, net of tax:			
Net unrealized gain (loss) on derivatives, net of tax	4,094	(13,972)	1,693
Foreign currency translation adjustments	(18,206)	(46,628)	(82,717)
Pension adjustments, net of tax	(40,051)	(100,367)	79,523
Other comprehensive (loss) income, net of tax	(54,163)	(160,967)	(1,501)
Comprehensive (loss) income, net of tax	(207,904)	(344,957)	195,626
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(32,943)	(76,960)	(61,827)
Comprehensive (loss) income attributable to AECOM, net of tax	<u>\$ (240,847)</u>	<u>\$ (421,917)</u>	<u>\$ 133,799</u>

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Stockholders' Equity (in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholder's Equity
BALANCE AT SEPTEMBER 30, 2017	\$ 1,575	\$ 3,733,572	\$ (700,661)	\$ 961,640	\$ 3,996,126	\$ 218,560	\$ 4,214,686
Net income	—	—	—	136,468	136,468	60,659	197,127
Other comprehensive loss	—	—	(2,669)	—	(2,669)	1,168	(1,501)
Issuance of stock	42	68,069	—	—	68,111	—	68,111
Repurchases of stock under stock repurchase program	(40)	—	—	(149,960)	(150,000)	—	(150,000)
Repurchases of stock	(8)	(31,093)	—	—	(31,101)	—	(31,101)
Proceeds from exercise of options	1	2,749	—	—	2,750	—	2,750
Stock based compensation	—	73,095	—	—	73,095	—	73,095
Other transactions with noncontrolling interests	—	—	—	—	—	(5,012)	(5,012)
Contributions from noncontrolling interests	—	—	—	—	—	7,729	7,729
Distributions to noncontrolling interests	—	—	—	—	—	(97,510)	(97,510)
BALANCE AT SEPTEMBER 30, 2018	1,570	3,846,392	(703,330)	948,148	4,092,780	185,594	4,278,374
Net loss	—	—	—	(261,050)	(261,050)	77,060	(183,990)
Cumulative effect of accounting standard adoption	—	—	—	(12,452)	(12,452)	—	(12,452)
Other comprehensive loss	—	—	(160,867)	—	(160,867)	(100)	(160,967)
Issuance of stock	44	66,517	—	—	66,561	—	66,561
Repurchases of stock	(39)	(23,071)	—	(75,098)	(98,208)	—	(98,208)
Stock based compensation	—	63,812	—	—	63,812	—	63,812
Other transactions with noncontrolling interests	—	—	—	—	—	16,208	16,208
Contributions from noncontrolling interests	—	—	—	—	—	5,069	5,069
Distributions to noncontrolling interests	—	—	—	—	—	(75,057)	(75,057)
BALANCE AT SEPTEMBER 30, 2019	1,575	3,953,650	(864,197)	599,548	3,690,576	208,774	3,899,350
Net loss	—	—	—	(186,370)	(186,370)	32,629	(153,741)
Cumulative effect of accounting standard adoption	—	—	—	(87,787)	(87,787)	—	(87,787)
Other comprehensive loss	—	—	(54,477)	—	(54,477)	314	(54,163)
Issuance of stock	43	63,297	—	—	63,340	—	63,340
Repurchases of stock	(48)	(35,762)	—	(151,143)	(186,953)	—	(186,953)
Stock based compensation	—	54,229	—	—	54,229	—	54,229
Disposal of noncontrolling interest of business sold	—	—	—	—	—	(60,089)	(60,089)
Contributions from noncontrolling interests	—	—	—	—	—	9,917	9,917
Distributions to noncontrolling interests	—	—	—	—	—	(70,559)	(70,559)
BALANCE AT SEPTEMBER 30, 2020	<u>\$ 1,570</u>	<u>\$ 4,035,414</u>	<u>\$ (918,674)</u>	<u>\$ 174,248</u>	<u>\$ 3,292,558</u>	<u>\$ 120,986</u>	<u>\$ 3,413,544</u>

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Cash Flows (in thousands)

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net (loss) income	\$ (153,741)	\$ (183,990)	\$ 197,127
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	237,376	261,185	267,570
Equity in earnings of unconsolidated joint ventures	(23,279)	(80,990)	(81,133)
Distribution of earnings from unconsolidated joint ventures	90,158	65,954	118,712
Non-cash stock compensation	54,229	63,812	73,095
Prepayment premium on redemption of unsecured senior notes	16,986	—	34,504
Impairment of long-lived assets, including goodwill	336,472	615,400	168,178
Loss on disposal activities	—	10,381	2,949
Gain on sale of discontinued operations	(161,900)	—	—
Foreign currency translation	(31,919)	(19,099)	(48,270)
Write-off of debt issuance costs	—	—	7,048
Deferred income tax expense (benefit)	11,130	(98,015)	36,746
Other	32,028	5,899	(472)
Changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable and contract assets	(136,955)	(316,487)	(381,787)
Prepaid expenses and other assets	(31,815)	(16,576)	(75,980)
Accounts payable	(192,980)	251,410	474,950
Accrued expenses and other current liabilities	118,441	259,572	18,474
Contract liabilities	128,312	7,559	2,729
Other long-term liabilities	37,079	(48,399)	(39,887)
Net cash provided by operating activities	329,622	777,616	774,553
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from sale of discontinued operations, net of cash disposed	2,218,866	—	—
Proceeds from purchase price adjustment on business acquisition	—	—	2,203
Cash acquired from consolidation of joint venture	—	—	7,630
Proceeds from disposal of businesses, net of cash disposed	—	46,490	19,537
Investment in unconsolidated joint ventures	(111,077)	(141,769)	(91,030)
Return of investment in unconsolidated joint ventures	28,047	22,750	105,769
Proceeds from sale of investments	12,392	12,365	7,174
Payments for purchase of investments	—	(3,223)	(23,492)
Proceeds from disposal of property and equipment	3,800	17,291	26,401
Payments for capital expenditures	(114,591)	(100,664)	(113,279)
Net cash provided by (used in) investing activities	2,037,437	(146,760)	(59,087)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from borrowings under credit agreements	4,452,078	7,700,774	8,529,014
Repayments of borrowings under credit agreements	(5,568,320)	(7,984,624)	(8,040,262)
Redemption of unsecured senior notes	(248,522)	—	(800,000)
Prepayment premium on redemption of unsecured senior notes	(16,986)	—	(34,504)
Cash paid for debt issuance costs	(4,228)	—	(12,181)
Proceeds from issuance of common stock	26,388	30,448	35,233
Proceeds from exercise of stock options	—	—	2,750
Payments to repurchase common stock	(186,953)	(98,208)	(179,466)
Net distributions to noncontrolling interests	(60,642)	(69,988)	(89,781)
Other financing activities	(20,785)	(11,681)	(35,671)
Net cash used in financing activities	(1,627,970)	(433,279)	(624,868)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(1,194)	(3,956)	(6,227)
NET INCREASE IN CASH AND CASH EQUIVALENTS	737,895	193,621	84,371
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,080,354	886,733	802,362
CASH AND CASH EQUIVALENTS AT END OF YEAR	1,818,249	1,080,354	886,733
LESS: CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE	(109,917)	(194,715)	(155,240)
CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF YEAR	\$ 1,708,332	\$ 885,639	\$ 731,493
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	\$ (201,402)	\$ (222,263)	\$ (271,842)
Net income taxes (paid) refund received	\$ (71,031)	\$ 2,500	\$ (40,589)

See accompanying Notes to Consolidated Financial Statements.

AECOM

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting Policies

Organization—AECOM and its consolidated subsidiaries provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government. The Company also provides construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas.

Fiscal Year—The Company reports results of operations based on 52 or 53-week periods ending on the Friday nearest September 30. For clarity of presentation, all periods are presented as if the year ended on September 30. Fiscal years 2020, 2019 and 2018 each contained 53, 52 and 52 weeks, respectively, and ended on October 2, September 27, and September 28, respectively.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates affecting amounts reported in the consolidated financial statements relate to revenues under long-term contracts and self-insurance accruals. Actual results could differ from those estimates.

Principles of Consolidation and Presentation—The consolidated financial statements include the accounts of all majority-owned subsidiaries and joint ventures in which the Company is the primary beneficiary. All inter-company accounts have been eliminated in consolidation. Also see Note 6 regarding joint ventures and variable interest entities.

Government Contract Matters—The Company's federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of the Company's federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines the Company has not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

Cash and Cash Equivalents—The Company's cash equivalents include highly liquid investments which have an initial maturity of three months or less.

Allowance for Doubtful Accounts—The Company records its accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of its clients. The factors the Company considers in its contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;

- Client credit worthiness; and
- General economic conditions.

Derivative Financial Instruments—The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value.

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income.

Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Fair Value of Financial Instruments—The Company determines the fair values of its financial instruments, including short-term investments, debt instruments and derivative instruments, and pension and post-retirement plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. The Company categorizes its instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short maturities of these instruments. The carrying amount of the revolving credit facility approximates fair value because the interest rates are based upon variable reference rates.

The Company's fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although the Company believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Property and Equipment—Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are expensed as incurred. Typically, estimated useful lives range from ten to forty-five years for buildings, three to ten years for furniture and fixtures and three to twelve years for computer systems and equipment. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

Long-Lived Assets—Long-lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may not be recoverable. The carrying amount of an asset to be held and used is not recoverable if it exceeds the sum of the undiscounted cash flows expected from the use and eventual disposition of the asset. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying amount over the fair value of the asset. For long-lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.

Goodwill and Acquired Intangible Assets—Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, the Company performs an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In its assessment, the Company determines whether identifiable intangible assets exist, which typically include backlog and customer relationships. Intangible assets are amortized over the period in which the contractual or economic benefits of the intangible assets are expected to be realized.

The Company tests goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year and between annual tests, if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an operating segment. The Company's impairment tests are performed at the operating segment level as they represent the Company's reporting units.

During the impairment test, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit. See also Note 3.

Pension Plans—The Company has certain defined benefit pension plans. The Company calculates the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects the Company's anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return over a five-year period. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the fair market related value of plan assets are subject to amortization.

Insurance Reserves—The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is generally the Company's policy not to accrue for any potential legal expense to be incurred in defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

Foreign Currency Translation—The Company's functional currency is generally the U.S. dollar, except for foreign operations where the functional currency is generally the local currency. Results of operations for foreign entities are translated to U.S. dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

The Company uses foreign currency forward contracts from time to time to mitigate foreign currency risk. The Company limits exposure to foreign currency fluctuations in most of its contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, the Company generally does not need to hedge foreign currency cash flows for contract work performed.

Noncontrolling Interests—Noncontrolling interests represent the equity investments of the minority owners in the Company's joint ventures and other subsidiary entities that the Company consolidates in its financial statements.

Income Taxes—The Company files a consolidated U.S. federal corporate income tax return and combined / consolidated state tax returns and separate company state tax returns. The Company accounts for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Based upon management's assessment of all available evidence, the Company has concluded that it is more likely than not that the deferred tax assets, net of valuation allowance, will be realized.

2. New Accounting Pronouncements and Changes in Accounting

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company adopted the new standard on October 1, 2018, using the modified retrospective method, which resulted in an adjustment to retained earnings of \$7.0 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 4.

In February 2016, the FASB issued new accounting guidance which changes accounting requirements for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The Company adopted the new guidance beginning October 1, 2019 using the modified retrospective adoption method, which resulted in a downward adjustment to retained earnings of \$87.8 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 11.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and some other instruments. The new guidance will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. The guidance will be effective for the Company's fiscal year starting October 1, 2020. The Company does not expect that the adoption of this standard will have a material impact on its consolidated financial statements.

In February 2018, the FASB issued new accounting guidance which provides entities the option to reclassify certain tax effects from other comprehensive income to retained earnings. The guidance addresses a narrow-scope financial reporting issue related to the tax effects that may become stranded in accumulated other comprehensive income as a result of the enactment of the Tax Cuts and Jobs Act (Tax Act). Under the guidance, an entity may elect to reclassify the income tax effects of the Tax Act on items within accumulated other comprehensive income to retained earnings. The Company has determined that it will not make this election.

In August 2018, the FASB issued new accounting guidance aligning the capitalization of certain implementation costs incurred in a hosting arrangement that is a service contract with previously existing guidance for capitalizing costs incurred to develop internal-use software. The new guidance will be effective for the Company's fiscal year starting October 1, 2020. The Company does not expect that the adoption of this guidance will have a material impact on its consolidated financial statements.

In August 2018, the FASB issued new accounting guidance amending the disclosure requirements for fair value measurements. These improvements will require more disclosure for amounts measured at fair value, and specifically unobservable inputs used in fair value measurements. The Company expects to adopt the new guidance starting on October 1, 2020. The Company is currently evaluating the impact that the new guidance will have on its financial reporting process.

In March 2020, the Securities and Exchange Commission (SEC) adopted final rules that amend the financial disclosure requirement for guarantors of registered debt securities in Rule 3-10 of Regulation S-X. The new rules amend and streamline the disclosures required by guarantors and issuers of guaranteed securities. Among other things, the new disclosures may be located outside the financial statements. The new rule is effective January 4, 2021, and early adoption is permitted. The Company adopted the new rule on March 31, 2020. Accordingly, the revised condensed consolidating financial information is presented outside of these consolidated financial statements.

3. Discontinued Operations, Goodwill, and Intangible Assets

On October 12, 2019, the Company entered into a purchase and sale agreement with Maverick Purchaser Sub, LLC ("Purchaser"), an affiliate of American Securities LLC and Lindsay Goldberg LLC. Per the terms of that agreement, the Company agreed to transfer the assets and liabilities constituting its Management Services business to the Purchaser. The transaction with the Purchaser closed on January 31, 2020. The Company received total cash consideration of \$2.28 billion inclusive of the receipt in the third quarter of fiscal 2020 of \$122.0 million received in connection with a favorable working capital purchase price adjustment and contingent consideration of approximately \$120 million attributable to certain claims related to prior work and engagements. As a result of the sale, the Company recognized a pre-tax gain of \$161.9 million. The gain on sale was included in the net loss from discontinued operations in the Consolidated Statements of Operations.

Additionally, in the first quarter of fiscal 2020, management approved a plan to dispose via sale the Company's self-perform at-risk construction businesses within the next year. These businesses include the Company's civil infrastructure, power, and oil and gas construction businesses that were previously reported in the Company's Construction Services segment. After consideration of the relevant facts, the Company concluded the assets and liabilities of its Management Services business and its self-perform at-risk construction businesses met the criteria for classification as held for sale. The Company concluded the actual and proposed disposal activities represented a strategic shift that will have a major effect on the Company's operations and financial results and qualified for presentation as discontinued operations in accordance with FASB Accounting Standards Codification (ASC) 205-20. Accordingly, the financial results of the Management Services business and the self-perform at-risk construction businesses are presented in the Consolidated Statements of Operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses not sold as of the balance sheet date are presented in the Consolidated Balance Sheets as assets and liabilities held for sale for both periods presented. Interest expense allocated to discontinued operations represents interest expenses for the discontinued operations' finance leases and term loans, which were required to be settled upon the sale of the Management Services business.

During the second quarter of fiscal 2020, the Company identified indicators of impairment for the self-perform at-risk construction business. Specifically, the Company's forecast for its Oil and Gas business decreased significantly from the prior period due primarily to the volatility in global oil prices, which negatively impacted forecasts for future revenues and earnings. As a result, the Company assessed the Oil and Gas business for impairment and determined the fair value of the disposal group was lower than its carrying value. Fair value was estimated using Level 3 inputs, such as forecasted cash flows. Accordingly, the Company recorded impairment losses for that business' goodwill of approximately \$83.6 million and intangible assets of approximately \$5.7 million. These impairment losses were recorded in net loss from discontinued operations on the Consolidated Statements of Operations.

During the fourth quarter of fiscal 2020, the Company recorded a \$247.2 million loss related to the remeasurement of its self-perform at-risk construction businesses to fair value less cost to sell. Fair value was estimated using Level 3 inputs, such as forecasted cash flows, and Level 2 inputs, including bid prices from potential buyers.

The following table represents summarized balance sheet information of assets and liabilities held for sale (in millions):

	September 30, 2020	September 30, 2019
Cash and cash equivalents	\$ 109.9	\$ 194.7
Receivables and contract assets	544.3	1,326.6
Other	62.5	112.0
Current assets held for sale	<u>\$ 716.7</u>	<u>\$ 1,633.3</u>
Property and equipment, net	\$ 119.8	\$ 153.8
Goodwill	—	1,798.5
Other	254.4	364.7
Write-down of assets to fair value less cost to sell	(247.2)	—
Non-current assets held for sale	<u>\$ 127.0</u>	<u>\$ 2,317.0</u>
Accounts payable and accrued expenses	\$ 394.5	\$ 1,056.0
Contract liabilities	73.6	88.9
Other	1.6	18.8
Current liabilities held for sale	<u>\$ 469.7</u>	<u>\$ 1,163.7</u>
Long-term liabilities held for sale	<u>\$ 98.8</u>	<u>\$ 314.0</u>

The following table represents summarized income statement information of discontinued operations (in millions):

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
Revenue	\$ 3,150.8	\$ 6,530.9
Cost of revenue	3,179.2	6,329.1
Gross (loss) profit	(28.4)	201.8
Equity in earnings of joint ventures	(25.5)	31.7
Gain (loss) on disposal activities	161.9	(14.0)
Transaction costs	(43.2)	—
Impairment of long-lived assets, including goodwill	(336.5)	(590.5)
Loss from operations	(271.7)	(371.0)
Other income	1.8	2.5
Interest expense	(40.5)	(64.8)
Loss before taxes	(310.4)	(433.3)
Income tax (benefit) expense	30.2	(13.6)
Net loss from discontinued operations	<u>\$ (340.6)</u>	<u>\$ (419.7)</u>

The significant components included in the Consolidated Statement of Cash Flows for the discontinued operations are as follows (in millions):

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
Depreciation and amortization:	\$	\$
Property and equipment	4.6	26.9
Intangible assets and capitalized debt issuance costs	26.0	66.5
Payments for capital expenditures	(19.6)	(20.1)

The changes in the carrying value of goodwill by reportable segment for the year ended September 30, 2020 were as follows:

	September 30, 2019	Foreign Exchange Impact (in millions)	September 30, 2020
Americas	\$ 2,618.6	\$ (1.5)	\$ 2,617.1
International	858.2	8.9	867.1
Total	\$ 3,476.8	\$ 7.4	\$ 3,484.2

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2020 and September 30, 2019, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	September 30, 2020			September 30, 2019			Amortization Period (years)
	Gross Amount	Accumulated Amortization	Intangible Assets, Net (in millions)	Gross Amount	Accumulated Amortization	Intangible Assets, Net	
Backlog and customer relationships	\$ 662.8	\$ (585.9)	\$ 76.9	\$ 661.4	\$ (561.8)	\$ 99.6	1 - 11

Amortization expense of acquired intangible assets included within cost of revenue was \$24.1 million and \$25.2 million for the years ended September 30, 2020 and 2019, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2021	\$ 20.3
2022	19.5
2023	18.6
2024	17.3
2025	0.7
Thereafter	0.5
Total	\$ 76.9

4. Revenue Recognition

On October 1, 2018, the Company adopted ASC 606 on a modified retrospective basis, which amended the accounting standards for revenue recognition. As a result, the new guidance was applied retrospectively to contracts which were not completed as of October 1, 2018. Contracts completed prior to October 1, 2018 were accounted for using the guidance in effect at that time. The cumulative effect of applying the new guidance was recorded as a reduction to retained earnings at October 1, 2018 of \$7.0 million, net of tax. Consistent with the modified retrospective transition approach, the comparative period was not adjusted to conform with current period presentation. The adjustment was primarily related to segmenting or combining contracts by performance obligations identified under the criteria of the new standard.

The new accounting guidance establishes principles for recognizing revenue upon the transfer of control of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company generally recognizes revenues over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with GAAP, are included in the Company's revenue and cost of revenue. These subcontractor and other direct costs for the years ended September 30, 2020, 2019 and 2018 were \$7.1 billion, \$7.4 billion and \$7.7 billion, respectively.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, the Company is required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties, and liquidated damages. Variable consideration is included in the estimate of the transaction price only to the extent that a significant reversal would not be probable. Management continuously monitors factors that may affect the quality of its estimates, and material changes in estimates are disclosed accordingly. Costs attributable to claims are treated as costs of contract performance as incurred.

The following summarizes the Company's major contract types:

Cost Reimbursable Contracts

Cost reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a negotiated fee or rate. The Company recognizes revenue based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for materials and other direct incidental expenditures incurred in connection with its performance under the contract. The Company may apply a practical expedient to recognize revenue in the amount in which it has the right to invoice if its right to consideration is equal to the value of performance completed to date.

Guaranteed Maximum Price Contracts (GMP)

GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all the project costs, and a lump sum or percentage fee is separately identified. The Company provides clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could generally be the Company's responsibility. For many of the Company's commercial or residential GMP contracts, the final price is generally not established until the Company has subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and it has negotiated additional contractual limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

Fixed-Price Contracts

Fixed price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, the Company performs all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, the Company performs a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis.

The following tables present the Company's revenues disaggregated by revenue sources:

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Cost reimbursable	\$ 5,734.5	\$ 5,958.2	\$ 5,440.3
Guaranteed maximum price	3,896.8	3,962.6	4,673.9
Fixed price	3,608.7	3,721.7	3,764.1
Total revenue	<u>\$ 13,240.0</u>	<u>\$ 13,642.5</u>	<u>\$ 13,878.3</u>

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Americas	\$ 10,138.3	\$ 10,390.8	\$ 10,512.3
Europe, Middle East, Africa	1,620.3	1,752.1	1,816.2
Asia Pacific	1,481.4	1,499.6	1,549.8
Total revenue	<u>\$ 13,240.0</u>	<u>\$ 13,642.5</u>	<u>\$ 13,878.3</u>

As of September 30, 2020, the Company had allocated \$18.9 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 60% is expected to be satisfied within the next twelve months.

Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. The Company recognized revenue of \$592.7 million and \$595.7 million during the years ended September 30, 2020 and 2019, respectively, that was included in contract liabilities as of September 30, 2019 and 2018, respectively.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivable represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the balance sheet date. Contract liabilities represent billings as of the balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy.

Net accounts receivable consisted of the following:

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Billed	\$ 2,419.6	\$ 2,368.2
Contract retentions	524.2	557.5
Total accounts receivable—gross	2,943.8	2,925.7
Allowance for doubtful accounts	(77.9)	(56.5)
Total accounts receivable—net	<u>\$ 2,865.9</u>	<u>\$ 2,869.2</u>

Substantially all contract assets as of September 30, 2020 and September 30, 2019 are expected to be billed and collected within twelve months, except for claims. Significant claims recorded in contract assets and other non-current assets were approximately \$170 million and \$110 million as of September 30, 2020 and September 30, 2019, respectively. The asset related to the Deactivation, Demolition, and Removal Project retained from the Purchaser discussed in Note 18 is presented in prepaid expense and other current assets from continuing operations in the Consolidated Balance Sheet. Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client. These retention agreements vary from project to project and could be outstanding for several months or years.

Allowances for doubtful accounts have been determined through specific identification of amounts considered to be uncollectible and potential write-offs, plus a non-specific allowance for other amounts for which some potential loss has been determined to be probable as of the balance sheet date based on current and past experience.

No single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2020 and September 30, 2019.

The Company sold trade receivables to financial institutions, of which \$166.6 million and \$91.9 million were outstanding as of September 30, 2020 and September 30, 2019, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

5. Property and Equipment

Property and equipment, at cost, consists of the following:

	Fiscal Year Ended		Useful Lives (years)
	September 30, 2020	September 30, 2019	
	(in millions)		
Building and land	\$ 11.5	\$ 11.2	10 - 45
Leasehold improvements	343.2	363.5	1 - 20
Computer systems and equipment	557.4	582.3	3 - 12
Furniture and fixtures	134.8	133.0	3 - 10
Total	1,046.9	1,090.0	
Accumulated depreciation and amortization	(665.2)	(684.4)	
Property and equipment, net	<u>\$ 381.7</u>	<u>\$ 405.6</u>	

Depreciation expense for the fiscal years ended September 30, 2020, 2019 and 2018 were \$163.4 million, \$137.5 million, and \$125.5 million, respectively. Depreciation is calculated using primarily the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life.

6. Joint Ventures and Variable Interest Entities

The Company's joint ventures provide architecture, engineering, program management, construction management, operations and maintenance services and invest in real estate projects. Joint ventures, the combination of two or more partners, are generally formed for a specific project. Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners. The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture.

Some of the Company's joint ventures have no employees and minimal operating expenses. For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third-party customer by the joint venture. These joint ventures function as pass through entities to bill the third-party customer. For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations. For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures.

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution. The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below.

The Company follows guidance on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct the activities that most significantly impact the joint venture's economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or
- a VIE that does not require consolidation and is treated as an equity method investment because the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does not hold the majority voting interest.

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is discussed in Note 18.

Summary of financial information of the consolidated joint ventures is as follows:

	September 30, 2020	September 30, 2019
	(in millions)	
Current assets	\$ 536.3	\$ 581.3
Non-current assets	77.0	75.4
Total assets	<u>\$ 613.3</u>	<u>\$ 656.7</u>
Current liabilities	\$ 409.9	\$ 432.8
Non-current liabilities	1.5	—
Total liabilities	<u>411.4</u>	<u>432.8</u>
Total AECOM equity	113.9	137.9
Noncontrolling interests	88.0	86.0
Total owners' equity	<u>201.9</u>	<u>223.9</u>
Total liabilities and owners' equity	<u>\$ 613.3</u>	<u>\$ 656.7</u>

Total revenue of the consolidated joint ventures was \$787.6 million, \$1,095.2 million, and \$1,322.8 million for the years ended September 30, 2020, 2019 and 2018, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, is as follows:

	September 30, 2020	September 30, 2019
	(in millions)	
Current assets	\$ 1,087.2	\$ 1,133.5
Non-current assets	465.8	904.5
Total assets	<u>\$ 1,553.0</u>	<u>\$ 2,038.0</u>
Current liabilities	\$ 937.1	\$ 1,115.5
Non-current liabilities	58.9	182.3
Total liabilities	<u>996.0</u>	<u>1,297.8</u>
Joint ventures' equity	557.0	740.2
Total liabilities and joint ventures' equity	<u>\$ 1,553.0</u>	<u>\$ 2,038.0</u>
AECOM's investment in joint ventures	\$ 229.3	\$ 256.1
	Twelve Months Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Revenue	\$ 3,058.9	\$ 2,959.3
Cost of revenue	2,993.1	2,876.1
Gross profit	<u>\$ 65.8</u>	<u>\$ 83.2</u>
Net income	<u>\$ 59.8</u>	<u>\$ 83.4</u>

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Pass through joint ventures	\$ 34.1	\$ 31.6	\$ 34.2
Other joint ventures	14.7	17.7	15.2
Total	<u>\$ 48.8</u>	<u>\$ 49.3</u>	<u>\$ 49.4</u>

7. Pension Benefit Obligations

In the U.S., the Company sponsors various qualified defined benefit pension plans. Benefits under these plans generally are based on the employee's years of creditable service and compensation; however, all U.S. defined benefit plans are closed to new participants and have frozen accruals.

The Company also sponsors various non-qualified plans in the U.S.; all of these plans are frozen. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

The following tables provide reconciliations of the changes in the U.S. and international plans' benefit obligations, reconciliations of the changes in the fair value of assets for the last three years ended September 30, and reconciliations of the funded status as of September 30 of each year.

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in benefit obligation:						
Benefit obligation at beginning of year	\$ 252.9	\$ 1,311.3	\$ 232.9	\$ 1,188.7	\$ 251.9	\$ 1,333.4
Service cost	—	0.6	—	0.5	—	1.1
Participant contributions	—	0.3	0.1	0.3	0.2	0.4
Interest cost	6.4	22.4	8.6	29.7	7.4	32.0
Benefits and expenses paid	(16.3)	(42.9)	(15.2)	(41.2)	(16.6)	(53.7)
Actuarial (gain) loss	20.7	82.8	27.8	206.5	(10.6)	(87.7)
Plan settlements	(2.1)	(4.1)	(1.3)	(3.7)	—	(3.0)
Plan amendments	—	—	—	5.2	0.6	—
Plan curtailments	—	—	—	—	—	(0.1)
Foreign currency translation (gain) loss	—	69.8	—	(74.7)	—	(33.7)
Benefit obligation at end of year	\$ 261.6	\$ 1,440.2	\$ 252.9	\$ 1,311.3	\$ 232.9	\$ 1,188.7

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in plan assets						
Fair value of plan assets at beginning of year	\$ 129.3	\$ 1,068.8	\$ 131.4	\$ 965.9	\$ 136.5	\$ 993.1
Actual return on plan assets	11.7	59.5	4.5	180.3	4.3	29.3
Employer contributions	7.0	27.7	9.8	28.1	7.0	27.8
Participant contributions	—	0.3	0.1	0.3	0.2	0.4
Benefits and expenses paid	(16.3)	(42.9)	(15.2)	(41.2)	(16.6)	(53.7)
Plan settlements	(2.1)	(4.1)	(1.3)	(3.7)	—	(3.0)
Foreign currency translation gain (loss)	—	56.9	—	(60.9)	—	(28.0)
Fair value of plan assets at end of year	\$ 129.6	\$ 1,166.2	\$ 129.3	\$ 1,068.8	\$ 131.4	\$ 965.9

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of funded status:						
Funded status at end of year	\$ (132.0)	\$ (274.0)	\$ (123.6)	\$ (242.5)	\$ (101.5)	\$ (222.8)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	\$ (132.0)	\$ (274.0)	\$ (123.6)	\$ (242.5)	\$ (101.5)	\$ (222.8)

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2020, 2019 and 2018:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Amounts recognized in the consolidated balance sheets:						
Other non-current assets	\$ —	\$ 44.0	\$ —	\$ 28.2	\$ —	\$ 19.1
Accrued expenses and other current liabilities	(6.5)	—	(7.3)	—	(6.3)	—
Pension benefit obligations	(125.5)	(318.0)	(116.3)	(270.7)	(95.2)	(241.9)
Net amount recognized in the balance sheet	<u>\$ (132.0)</u>	<u>\$ (274.0)</u>	<u>\$ (123.6)</u>	<u>\$ (242.5)</u>	<u>\$ (101.5)</u>	<u>\$ (222.8)</u>

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2020, 2019 and 2018:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of amounts in consolidated statements of stockholders' equity:						
Prior service (cost) credit	\$ (0.1)	\$ (1.2)	\$ (0.7)	\$ (1.2)	\$ (0.8)	\$ 4.1
Net loss	(133.5)	(297.8)	(123.1)	(233.0)	(94.8)	(186.4)
Total recognized in accumulated other comprehensive loss	<u>\$ (133.6)</u>	<u>\$ (299.0)</u>	<u>\$ (123.8)</u>	<u>\$ (234.2)</u>	<u>\$ (95.6)</u>	<u>\$ (182.3)</u>

The components of net periodic benefit cost other than the service cost component are included in other income (expense) in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for fiscal years ended September 30, 2020, 2019 and 2018:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Components of net periodic benefit cost:						
Service costs	\$ —	\$ 0.6	\$ —	\$ 0.5	\$ —	\$ 1.1
Interest cost on projected benefit obligation	6.4	22.4	8.6	29.7	7.4	32.0
Expected return on plan assets	(7.0)	(37.5)	(9.0)	(38.1)	(9.0)	(43.1)
Amortization of prior service costs (credits)	0.1	0.1	0.1	(0.1)	0.1	(0.2)
Amortization of net loss	5.0	8.6	3.9	4.1	4.1	8.2
Curtailement loss recognized	0.5	—	—	—	—	—
Settlement loss recognized	0.6	0.5	0.2	0.8	—	0.3
Net periodic benefit cost	<u>\$ 5.6</u>	<u>\$ (5.3)</u>	<u>\$ 3.8</u>	<u>\$ (3.1)</u>	<u>\$ 2.6</u>	<u>\$ (1.7)</u>

The amount of applicable deferred income taxes included in other comprehensive income arising from a change in net prior service cost and net gain/loss was \$15.0 million, \$15.9 million, and \$15.8 million in the years ended September 30, 2020, 2019 and 2018, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2020 that are expected to be recognized as components of net periodic benefit cost during fiscal 2021 are (in millions):

	U.S.	Int'l
Amortization of prior service cost	\$ —	\$ (0.1)
Amortization of net actuarial losses	(5.9)	(8.7)
Total	<u>\$ (5.9)</u>	<u>\$ (8.8)</u>

The table below provides additional year-end information for pension plans with accumulated benefit obligations in excess of plan assets.

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Projected benefit obligation	\$ 260.7	\$ 1,216.6	\$ 252.5	\$ 1,141.9	\$ 232.2	\$ 1,002.6
Accumulated benefit obligation	260.7	1,211.5	252.5	1,132.7	232.2	991.9
Fair value of plan assets	129.6	898.5	129.3	871.2	131.3	760.7

Funding requirements for each pension plan are determined based on the local laws of the country where such pension plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute \$28.4 million to the international plans in fiscal 2021. The required minimum contributions for U.S. plans are not significant. In addition, the Company may make discretionary contributions. The Company currently intends to contribute \$12.2 million to U.S. plans in fiscal 2021.

The table below provides the expected future benefit payments, in millions:

Year Ending September 30,	U.S.	Int'l
2021	\$ 19.1	\$ 50.6
2022	18.8	48.6
2023	17.7	50.5
2024	17.6	51.5
2025	17.4	52.6
2026-2030	79.2	286.4
Total	<u>\$ 169.8</u>	<u>\$ 540.2</u>

The underlying assumptions for the pension plans are as follows:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Weighted-average assumptions to determine benefit obligation:						
Discount rate	2.25 %	1.67 %	2.94 %	1.81 %	4.12 %	2.91 %
Salary increase rate	N/A	2.68 %	N/A	2.52 %	N/A	2.79 %
Weighted-average assumptions to determine net periodic benefit cost:						
Discount rate	2.94 %	1.81 %	4.12 %	2.91 %	3.66 %	2.67 %
Salary increase rate	N/A	2.52 %	N/A	2.79 %	N/A	2.76 %
Expected long-term rate of return on plan assets	7.30 %	4.03 %	7.00 %	4.43 %	7.00 %	4.73 %

Pension costs are determined using the assumptions as of the beginning of the plan year. The funded status is determined using the assumptions as of the end of the plan year.

The following table summarizes the Company's target allocation for 2020 and pension plan asset allocation, both U.S. and international, as of September 30, 2020 and 2019:

Asset Category:	Target Allocations		Percentage of Plan Assets as of September 30,			
			2020		2019	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
Equities	45 %	26 %	47 %	26 %	45 %	36 %
Debt	43	53	42	54	44	31
Cash	2	4	1	4	2	3
Property and other	10	17	10	16	9	30
Total	100 %	100 %	100 %	100 %	100 %	100 %

The Company's domestic and foreign plans seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The Company's risk management practices include diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that the Company believes is appropriate relative to each plan's liability structure and return goals.

To develop the expected long-term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 7.30% and 4.03% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2020 for U.S. and non-U.S. plans, respectively.

As of September 30, 2020, the fair values of the Company's pension plan assets by major asset categories were as follows:

	Total Carrying Value as of September 30, 2020	Fair Value Measurement as of September 30, 2020			
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2) (in millions)	Significant Unobservable Inputs (Level 3)	Investments measured at NAV
Cash and cash equivalents	\$ 50.6	\$ 20.2	\$ 30.4	\$ —	\$ —
Equity and debt securities	442.3	442.3	—	—	—
Investment funds					
Diversified and equity funds	31.5	13.0	15.1	3.4	—
Fixed income funds	36.2	23.1	13.1	—	—
Common collective funds	707.5	—	—	—	707.5
Derivative instruments	27.7	—	27.7	—	—
Total	\$ 1,295.8	\$ 498.6	\$ 86.3	\$ 3.4	\$ 707.5

As of September 30, 2019, the fair values of the Company's pension plan assets by major asset categories were as follows:

	Total Carrying Value as of September 30, 2019	Fair Value Measurement as of September 30, 2019			Investments measured at NAV
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2) (in millions)	Significant Unobservable Inputs (Level 3)	
Cash and cash equivalents	\$ 35.7	\$ 21.1	\$ 14.6	\$ —	\$ —
Equity and debt securities	115.5	115.5	—	—	—
Investment funds					
Diversified and equity funds	155.7	141.9	13.8	—	—
Fixed income funds	36.6	21.3	15.3	—	—
Common collective funds	668.7	—	—	—	668.7
Assets held by insurance company	26.8	—	—	26.8	—
Derivative instruments	159.1	—	159.1	—	—
Total	<u>\$ 1,198.1</u>	<u>\$ 299.8</u>	<u>\$ 202.8</u>	<u>\$ 26.8</u>	<u>\$ 668.7</u>

Changes for the year ended September 30, 2020 in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2019 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements (in millions)	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2020 Ending balance
Level 3 Assets	\$ 26.8	\$ (0.2)	\$ (2.1)	\$ (25.4)	\$ 3.2	\$ 1.1	\$ 3.4

Changes for the year ended September 30, 2019, in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2018 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements (in millions)	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2019 Ending balance
Level 3 Assets	\$ 45.0	\$ 0.4	\$ (0.1)	\$ (17.0)	\$ —	\$ (1.5)	\$ 26.8

Cash equivalents are mostly comprised of short-term money-market instruments and are valued at cost, which approximates fair value.

For equity investment funds not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These funds are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Fixed income investment funds categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics.

Hedge funds categorized as Level 3 are valued based on valuation models that include significant unobservable inputs and cannot be corroborated using verifiable observable market data. Hedge funds are valued by independent administrators. Depending on the nature of the assets, the general partners or independent administrators use both the income and market approaches in their models. The market approach consists of analyzing market transactions for comparable assets while the income approach uses earnings or the net present value of estimated future cash flows adjusted for liquidity and other risk factors. As of September 30, 2019, there were no material changes to the valuation techniques.

Common collective funds are valued based on net asset value (NAV) per share or unit as a practical expedient as reported by the fund manager, multiplied by the number of shares or units held as of the measurement date. Accordingly, these NAV-based investments have been excluded from the fair value hierarchy. These collective investment funds have minimal redemption notice periods and are redeemable daily at the NAV, less transaction fees, without significant restrictions. There are no significant unfunded commitments related to these investments.

Multiemployer Pension Plans

The Company participates in construction-industry multiemployer pension plans. Generally, the plans provide defined benefits to substantially all employees covered by collective bargaining agreements. Under the Employee Retirement Income Security Act, a contributor to a multiemployer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company's aggregate contributions to these multiemployer plans were \$4.0 million and \$7.5 million for the years ended September 30, 2020 and 2019, respectively. At September 30, 2020 and 2019, none of the plans in which the Company participates are individually significant to its consolidated financial statements.

8. Debt

Debt consisted of the following:

	September 30, 2020	September 30, 2019
	(in millions)	
2014 Credit Agreement	\$ 248.5	\$ 1,182.2
2014 Senior Notes	797.3	800.0
2017 Senior Notes	997.3	1,000.0
URS Senior Notes	—	248.1
Other debt	41.9	122.2
Total debt	2,085.0	3,352.5
Less: Current portion of debt and short-term borrowings	(20.9)	(98.3)
Less: Unamortized debt issuance costs	(23.0)	(36.2)
Long-term debt	\$ 2,041.1	\$ 3,218.0

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2020:

Fiscal Year	
2021	\$ 20.9
2022	17.9
2023	244.8
2024	5.1
2025	799.0
Thereafter	997.3
Total	\$ 2,085.0

2014 Credit Agreement

The Company entered into a credit agreement (Credit Agreement) on October 17, 2014, which, as amended to date, consists of (i) a term loan A facility that includes a \$510 million (US) term loan A facility with a term expiring on March 13, 2021 and a \$500 million Canadian dollar (CAD) term loan A facility and a \$250 million Australian dollar (AUD) term loan A facility, each with terms expiring on March 13, 2023; (ii) a \$600 million term loan B facility with a term expiring on March 13, 2025; and (iii) a revolving credit facility in an aggregate principal amount of \$1.35 billion with a term expiring on March 13, 2023. Some of subsidiaries of the Company (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the assets of the Company and the Guarantors pursuant to a security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit the ability of the Company and the ability of some of its subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset sales, acquisitions or mergers; (vi) enter into various types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to the Company's acquisition of the URS Corporation (URS) in October 2014.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of "Consolidated EBITDA" by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving the Company's international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (1) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (2) extend the term of the term loan A and the revolving credit facility to September 29, 2021; (3) add a new delayed draw term loan A facility tranche in the amount of \$185.0 million; (4) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (5) revise covenants, including the Maximum Consolidated Leverage Ratio so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 31, 2017 as well as the investment basket for the Company's AECOM Capital business.

On March 31, 2017, the Credit Agreement was amended to (1) expand the ability of restricted subsidiaries to borrow under "Incremental Term Loans;" (2) revise the definition of "Working Capital" as used in "Excess Cash Flow;" (3) revise the definitions for "Consolidated EBITDA" and "Consolidated Funded Indebtedness" to reflect the expected gain and debt repayment of an AECOM Capital disposition, which disposition was completed on April 28, 2017; and (4) amend provisions relating to the Company's ability to undertake internal restructuring steps to accommodate changes in tax laws.

On March 13, 2018, the Credit Agreement was amended to (1) refinance the existing term loan A facility to include a \$510 million (US) term loan A facility with a term expiring on March 13, 2021 and a \$500 million CAD term loan A facility and a \$250 million AUD term loan A facility each with terms expiring on March 13, 2023; (2) issue a new \$600 million term loan B facility to institutional investors with a term expiring on March 13, 2025; (3) increase the capacity of the Company's revolving credit facility from \$1.05 billion to \$1.35 billion and extend its term until March 13, 2023; (4) reduce the Company's interest rate borrowing costs as follows: (a) the term loan B facility, at the Company's election, Base Rate (as defined in the Credit Agreement) plus 0.75% or Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75%, (b) the (US) term loan A facility, at the Company's election, Base Rate plus 0.50% or Eurocurrency Rate plus 1.50%, and (c) the Canadian (CAD) term loan A facility, the Australian (AUD) term loan A facility, and the revolving credit facility, an initial rate of, at the Company's election, Base Rate plus 0.75% or Eurocurrency Rate plus 1.75%, and after the end of the Company's fiscal quarter ended June 30, 2018, Base Rate loans plus a margin ranging from 0.25% to 1.00% or Eurocurrency Rate plus a margin from 1.25% to 2.00%, based on the Consolidated Leverage Ratio (as defined in the Credit Agreement); (5) revise covenants including increasing the amounts available under the restricted payment negative covenant and revising the Maximum Consolidated Leverage Ratio (as defined in the Credit Agreement) to include a 4.5 leverage ratio through September 30, 2019 after which the leverage ratio stepped down to 4.0.

On November 13, 2018, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase corporate restructuring allowances and provide for additional flexibility under the covenants for non-core asset dispositions, among other changes.

On January 28, 2020, AECOM entered into Amendment No. 7 to the Credit Agreement which modifies the asset disposition covenant to permit the sale of the Management Services business and the mandatory prepayment provision so that only outstanding term loans were prepaid using the net proceeds from the sale.

On May 1, 2020, the Company entered into Amendment No. 8 to the Credit Agreement which allows for borrowings to be made, until three months after closing, up to an aggregate principal amount of \$400,000,000 under a secured delayed draw term loan facility, the proceeds of which are permitted to be used to pay all or a portion of the amounts payable in connection with any tender for or redemption or repayment of the Company's or its subsidiaries' existing senior unsecured notes and any associated fees and expenses. The amendment also revised certain terms and covenants in the Credit Agreement, including by, among other things, the maximum leverage ratio covenant to 4.00:1.00, subject to increases to 4.50:1.00 for certain specified periods in connection with certain material acquisitions, increasing the potential size of incremental facilities under the Credit Agreement, revising the definition of "Consolidated EBITDA" to provide for additional flexibility in the calculation thereof and adding a Eurocurrency Rate floor of 0.75% to the interest rate under the revolving credit facility.

On July 30, 2020, the Company drew \$248.5 million on its secured delayed draw term loan facility for the purpose of redeeming all of the 2022 URS Senior Notes.

Under the Credit Agreement, the Company is subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. The Company's Consolidated Leverage Ratio was 2.7 at September 30, 2020. The Company's Consolidated Interest Coverage Ratio was 5.0 at September 30, 2020. As of September 30, 2020, the Company was in compliance with the covenants of the Credit Agreement.

At September 30, 2020 and 2019, outstanding standby letters of credit totaled \$19.0 million and \$22.8 million, respectively, under the Company's revolving credit facilities. As of September 30, 2020 and 2019, the Company had \$1,331.0 million and \$1,327.2 million, respectively, available under its revolving credit facility.

2014 Senior Notes

On October 6, 2014, the Company completed a private placement offering of \$800,000,000 aggregate principal amount of the unsecured 5.750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of the unsecured 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 2014 Senior Notes). On November 2, 2015, the Company completed an exchange offer to exchange the unregistered 2014 Senior Notes for registered notes, as well as all related guarantees. On March 16, 2018, the Company redeemed all of the 2022 Notes at a redemption price that was 104.313% of the principal amount outstanding plus accrued and unpaid interest. The March 16, 2018 redemption resulted in a \$34.5 million prepayment premium, which was included in interest expense.

As of September 30, 2020, the estimated fair value of the 2024 Notes was approximately \$863.0 million. The fair value of the 2024 Notes as of September 30, 2020 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2024 Notes.

On July 21, 2020, the Company completed a cash tender offer at par for up to \$639 million in aggregate principal amount of the 2024 Notes and the 2017 Senior Notes. The Company accepted for purchase all of 2024 Notes validly tendered and not validly withdrawn pursuant to the cash tender offer, amounting to \$2.7 million aggregate principal amount of the 2024 Notes at par. The Company made the cash tender offer at par to satisfy obligations under the indentures governing the 2024 Notes and the 2017 Senior Notes relating to the use of certain cash proceeds from its disposition of the Management Services business, which was completed on January 31, 2020.

At any time prior to July 15, 2024, the Company may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a “make-whole” premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 15, 2024, the 2024 Notes may be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2024 Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2024 Notes as of September 30, 2020.

2017 Senior Notes

On February 21, 2017, the Company completed a private placement offering of \$1,000,000,000 aggregate principal amount of its unsecured 5.125% Senior Notes due 2027 (the 2017 Senior Notes) and used the proceeds to immediately retire the remaining \$127.6 million outstanding on the then existing term loan B facility as well as repay \$600 million of the term loan A facility and \$250 million of the revolving credit facility under its Credit Agreement. On June 30, 2017, the Company completed an exchange offer to exchange the unregistered 2017 Senior Notes for registered notes, as well as related guarantees.

As of September 30, 2020, the estimated fair value of the 2017 Senior Notes was approximately \$1,069.6 million. The fair value of the 2017 Senior Notes as of September 30, 2020 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2017 Senior Notes. Interest will be payable on the 2017 Senior Notes at a rate of 5.125% per annum. Interest on the 2017 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2017 Senior Notes will mature on March 15, 2027.

At any time and from time to time prior to December 15, 2026, the Company may redeem all or part of the 2017 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a “make whole” premium as of the redemption date, and accrued and unpaid interest to the redemption date.

At any time on or after December 15, 2026, the Company may redeem on one or more occasions all or part of the 2017 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest.

The indenture pursuant to which the 2017 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2017 Senior Notes as of September 30, 2020.

URS Senior Notes

In connection with the URS acquisition, the Company assumed the URS 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and the URS 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$1.0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 101% of the principal amount and, accordingly, the Company redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The remaining 2017 URS Senior Notes matured and were fully redeemed on April 3, 2017 for \$179.2 million using proceeds from a \$185 million delayed draw term loan A facility tranche under the Credit Agreement.

The remaining \$248.5 million principal amount of the 2022 URS Senior Notes were fully redeemed on August 31, 2020 using proceeds from a \$248.5 million secured delayed draw term loan facility under the Credit Agreement, at a redemption price that was 106.835% of the principal amount outstanding plus accrued and unpaid interest. The August 31, 2020 redemption resulted in a \$17.0 million prepayment premium, which was included in interest expense.

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2020 and 2019, these outstanding standby letters of credit totaled \$510.1 million and \$470.9 million, respectively. As of September 30, 2020, the Company had \$435.3 million available under these unsecured credit facilities.

Effective Interest Rate

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap agreements, during the years ended September 30, 2020, 2019 and 2018 was 5.3%, 5.1% and 5.1%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2020, 2019 and 2018 of \$5.4 million, \$5.0 million, and \$12.5 million, respectively.

9. Derivative Financial Instruments and Fair Value Measurements

The Company uses certain interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as cost of revenue, interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

Cash Flow Hedges

The Company uses interest rate swap agreements designated as cash flow hedges to fix the variable interest rates on portions of the Company's debt. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified to interest expense when the interest expense on the variable rate debt is recognized. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap agreements would be recognized in other income.

The notional principal in U.S. dollar (USD), Canadian dollar (CAD), and Australian dollar (AUD), fixed rates and related expiration dates of the Company's outstanding interest rate swap agreements were as follows:

September 30, 2020				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Expiration Date	
USD	200.0	2.60 %	February 2023	

September 30, 2019				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Expiration Date	
AUD	200.0	2.19 %	February 2021	
CAD	400.0	2.49 %	September 2022	
USD	200.0	2.60 %	February 2023	

Other Foreign Currency Forward Contracts

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the years ended September 30, 2020, 2019 and 2018.

Fair Value Measurements

The Company's non-pension financial assets and liabilities recorded at fair values relate to derivative instruments and were not material at September 30, 2020 or 2019.

See Note 17 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive income or loss for the years ended September 30, 2020, 2019 and 2018. Amounts recognized in accumulated other comprehensive loss from the Company's foreign currency options were immaterial for all years presented. Amounts reclassified from accumulated other comprehensive loss into income from the foreign currency options were immaterial for all years presented. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

10. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi-government organizations, and their dispersion across many different industries and geographies. See Note 4 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

11. Leases

On October 1, 2019, the Company adopted FASB ASC 842 on a modified retrospective basis, which amended the accounting standards for leases. Accordingly, the Company applied the new guidance as of the date of adoption with a cumulative-effect adjustment recorded through equity. Prior periods have not been restated as a result of the adoption. Retained earnings decreased \$87.8 million due to the adoption, primarily from impairment of the right-of-use assets associated with office building leases. Consistent with its restructuring plan to improve profitability in the fourth quarter of fiscal 2019, the Company evaluated its real estate portfolio to better align with the ongoing business. The Company identified leased assets that were not recoverable, and recorded an adjustment to retained earnings upon adoption reflecting the impairment of those long-lived leased assets. Fair value of the right-of-use assets was determined primarily using Level 3 inputs, such as discounted cash flows.

The Company also applied transition elections that allow it to avoid reassessment of whether expired or expiring leases are or contain leases, lease classification, and initial direct costs. Adoption of the new lease guidance did not significantly change the Company's accounting for finance leases, which were previously referred to as capital leases.

The Company and its subsidiaries are lessees in non-cancelable leasing agreements for office buildings and equipment. Substantially all of the Company's office building leases are operating leases, and its equipment leases are both operating and finance leases. The Company groups lease and non-lease components for its equipment leases into a single lease component but separates lease and non-lease components for its office building leases.

The Company recognizes a right-of-use asset and lease liability for its operating leases at the commencement date equal to the present value of the contractual minimum lease payments over the lease term. The present value is calculated using the rate implicit in the lease, if known, or the Company's incremental secured borrowing rate. The discount rate used for operating leases is primarily determined based on an analysis the Company's incremental secured borrowing rate, while the discount rate used for finance leases is primarily determined by the rate specified in the lease.

The related lease payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period, is used to determine the appropriate lease classification and to compute periodic rental expense. Leases with initial terms shorter than 12 months are not recognized on the balance sheet, and lease expense is recognized on a straight-line basis.

The components of lease expenses are as follows:

	Fiscal Year Ended September 30, 2020 (in millions)
Operating lease cost	\$ 191.6
Finance lease cost:	
Amortization of right-of-use assets	17.1
Interest on lease liabilities	1.9
Variable lease cost	36.5
Short-term lease cost	19.2
Total lease cost	<u>\$ 266.3</u>

Additional balance sheet information related to leases is as follows:

(in millions except as noted)	Balance Sheet Classification	Sept 30, 2020
Assets:		
Operating lease assets	Operating lease right-of-use assets	\$ 652.1
Finance lease assets	Property and equipment – net	29.1
Total lease assets		<u>\$ 681.2</u>
Liabilities:		
Current:		
Operating lease liabilities	Accrued expenses and other current liabilities	\$ 168.4
Finance lease liabilities	Current portion of long-term debt	9.8
Total current lease liabilities		<u>178.2</u>
Non-current:		
Operating lease liabilities	Operating lease liabilities, noncurrent	745.3
Finance lease liabilities	Long-term debt	22.0
Total non-current lease liabilities		<u>\$ 767.3</u>
		Sept 30, 2020
Weighted average remaining lease term (in years):		
Operating leases		7.3
Finance leases		3.3
Weighted average discount rates:		
Operating leases		4.6 %
Finance leases		4.7 %

Additional cash flow information related to leases is as follows:

	Fiscal Year Ended Sept 30, 2020 (in millions)
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	\$ 208.7
Operating cash flows from finance leases	1.8
Financing cash flows from finance leases	14.7
Right-of-use assets obtained in exchange for new operating leases	126.9
Right-of-use assets obtained in exchange for new finance leases	26.4

Total remaining lease payments under both the Company's operating and finance leases are as follows:

Fiscal Year	Operating Leases (in millions)	Finance Leases (in millions)
2021	\$ 212.4	\$ 10.3
2022	170.7	9.0
2023	140.4	7.6
2024	120.4	5.1
2025	105.4	1.9
Thereafter	371.8	0.1
Total lease payments	<u>\$ 1,121.1</u>	<u>\$ 34.0</u>
Less: Amounts representing interest	<u>\$ (207.4)</u>	<u>\$ (2.2)</u>
Total lease liabilities	<u>\$ 913.7</u>	<u>\$ 31.8</u>

12. Stockholders' Equity

Common Stock Units—Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 13.

Accelerated Share Repurchase—In August 2018, the Company entered into an accelerated share repurchase (ASR) with JPMorgan Chase Bank, National Association (JPMorgan) to repurchase \$150 million of its common stock. During the quarter ended September 30, 2018, JPMorgan delivered 4.0 million shares to the Company, at which point the Company's shares outstanding were reduced and accounted for as a reduction to retained earnings. The initial share delivery represented the minimum amount of shares JPMorgan was contractually obligated to provide under the ASR agreement. The ASR completed on October 11, 2018, which resulted in the delivery of an additional 0.6 million shares to the Company from JPMorgan.

13. Share-Based Payments

Defined Contribution Plans—Substantially all permanent domestic employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock; however, the Company does provide an annual Company match in AECOM shares. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy. Compensation expense for the employer contributions related to AECOM stock issued under defined contribution plans during fiscal years ended September 30, 2020, 2019 and 2018 was \$33.7 million, \$32.3 million, and \$32.3 million, respectively.

Stock Incentive Plans—Under the 2016 Stock Incentive Plan, the Company has up to 12.0 million securities remaining available for future issuance as of September 30, 2020. Stock options may be granted to employees and non-employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

During the three years in the period ended September 30, 2020, option activity was as follows:

	Number of Options (in millions)	Weighted Average Exercise Price
Balance, September 30, 2017	0.7	31.11
Granted	—	—
Exercised	(0.1)	27.79
Cancelled	—	—
Balance, September 30, 2018	0.6	31.62
Granted	—	—
Exercised	—	—
Cancelled	(0.5)	(31.62)
Balance, September 30, 2019	0.1	31.62
Granted	0.3	38.72
Exercised	—	—
Cancelled	—	—
Balance, September 30, 2020	0.4	36.41
Exercisable as of September 30, 2018	—	N/A
Exercisable as of September 30, 2019	0.1	31.62
Exercisable as of September 30, 2020	0.1	31.62

The aggregate intrinsic value of stock options exercised during the year ended September 30, 2018 was \$0.9 million.

The fair value of the Company's employee stock option awards is estimated on the date of grant. The expected term of awards granted represents the period of time the awards are expected to be outstanding. The risk-free interest rate is based on U.S. Treasury bond rates with maturities equal to the expected term of the option on the grant date. The Company uses historical data as a basis to estimate the probability of forfeitures. The weighted average grant-date fair value of stock options granted during the year ended September 30, 2020 was \$11.30.

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vest over a three-year service period. Additionally, the Company issues restricted stock units to employees which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is that day's closing market price of the Company's common stock. The weighted average grant date fair value of PEP awards was \$42.99, \$27.53, and \$37.69 during the years ended September 30, 2020, 2019 and 2018, respectively. The weighted average grant date fair value of restricted stock unit awards was \$41.90, \$27.73, and \$36.83 during the years ended September 30, 2020, 2019 and 2018, respectively. Total compensation expense related to these share-based payments including stock options was \$54.2 million, \$63.8 million, and \$73.1 million during the years ended September 30, 2020, 2019 and 2018, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2020 and 2019 was \$69.1 million and \$74.6 million, respectively, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

14. Income Taxes

Income before income taxes included income from domestic operations of \$52.9 million, \$133.0 million, and \$100.9 million for fiscal years ended September 30, 2020, 2019 and 2018 and income from foreign operations of \$179.7 million, \$116.2 million, and \$111.3 million for fiscal years ended September 30, 2020, 2019 and 2018.

Income tax (benefit) expense was comprised of:

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019 (in millions)	September 30, 2018
Current:			
Federal	\$ 21.8	\$ (17.3)	\$ (159.7)
State	12.7	29.8	2.3
Foreign	55.7	41.7	51.1
Total current income tax expense (benefit)	90.2	54.2	(106.3)
Deferred:			
Federal	(21.8)	(26.1)	119.6
State	12.8	(24.6)	4.1
Foreign	(35.4)	10.0	(20.9)
Total deferred income tax (benefit) expense	(44.4)	(40.7)	102.8
Total income tax (benefit) expense	\$ 45.8	\$ 13.5	\$ (3.5)

The major elements contributing to the difference between the U.S. federal statutory rate of 21% for fiscal years ended September 30, 2020 and 2019 and 24.5% for fiscal year ended September 30, 2018, respectively, and the effective tax rate are as follows:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	Amount	%	Amount	%	Amount	%
	(in millions)					
Tax at federal statutory rate	\$ 48.8	21.0 %	\$ 52.0	21.0 %	\$ 52.4	24.5 %
State income tax, net of federal benefit	8.4	3.6	7.0	2.8	(1.3)	(0.6)
Foreign residual income	39.5	17.0	35.8	14.5	9.9	4.6
Nondeductible costs	15.8	6.8	7.6	3.1	2.5	1.2
Return to provision	5.1	2.2	(0.2)	(0.1)	(21.2)	(9.9)
Foreign tax rate differential	3.2	1.4	(3.1)	(1.3)	(0.7)	(0.3)
Income tax credits and incentives	(47.8)	(20.6)	(44.7)	(18.1)	(28.6)	(13.4)
Valuation allowance	(15.9)	(6.9)	(26.5)	(10.7)	37.8	17.7
Change in uncertain tax positions	(8.3)	(3.6)	5.6	2.3	(26.0)	(12.2)
Exclusion of tax on non-controlling interests	(3.4)	(1.5)	(5.3)	(2.1)	(5.0)	(2.3)
Tax exempt income	(5.1)	(2.2)	(3.9)	(1.6)	(7.4)	(3.5)
Audit settlement	—	—	(4.6)	(1.9)	(27.7)	(13.0)
Impact of changes in tax law	—	—	(1.5)	(0.6)	12.5	5.9
Other items, net	5.5	2.5	(4.7)	(1.9)	(0.7)	(0.4)
Total income tax expense (benefit)	\$ 45.8	19.7 %	\$ 13.5	5.4 %	\$ (3.5)	(1.7)%

During fiscal 2020, the Company approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of \$31.7 million. The Company is now forecasting the utilization of the net operating losses within the foreseeable future. The new positive evidence was evaluated against any negative evidence to determine the valuation allowance was no longer needed.

During fiscal 2018, the Company recorded a valuation allowance of \$38.1 million against foreign tax credits related to deferred tax assets in the U.S. In its determination of the realizability of its deferred tax assets, the Company evaluated positive evidence consisting of forecasts of foreign tax credit utilization against future foreign source income, earnings trends over a sustainable period, positive economic conditions in the industries the Company operates in, possible prudent and feasible tax planning strategies (net of costs to implement the tax planning strategies) and actual usage of foreign tax credit carryforwards. The Company also evaluated negative evidence consisting of significant foreign tax credits and U.S. tax law changes that restrict the usage of foreign tax credits. This evaluation was conducted on a tax jurisdictional basis or legal entity basis, as applicable, and based on the weighing of all positive and negative evidence, a determination was made as to the realizability of the deferred tax assets on that same basis.

During fiscal 2019, the Company reevaluated the valuation allowance based on positive evidence and negative evidence including new positive evidence related to the issuance of regulations during the first quarter related to *The Tax Cuts and Jobs Act* (Tax Act) and forecasting the utilization of the foreign tax credits within the foreseeable future. Based on the weighing of all positive and negative evidence the Company determined that a valuation allowance was no longer needed and released the valuation allowance resulting in a tax benefit of \$38.1 million.

During fiscal 2018, President Trump signed what is commonly referred to as the Tax Act into law. The Tax Act reduced the Company's U.S. federal corporate tax rate from 35% to a blended tax rate of 24.5% for its fiscal year ending September 30, 2018 and 21% for fiscal years thereafter, required companies to pay a one-time transition tax on accumulated earnings of foreign subsidiaries, created new taxes on foreign sourced earnings and eliminated or reduced deductions.

During fiscal 2018, the Company recorded tax expense of \$38.9 million related to the remeasurement of its U.S. deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. In addition, the Company released the deferred tax liability and recorded a tax benefit related to foreign subsidiaries for which the undistributed earnings are not intended to be reinvested indefinitely for \$79.8 million and accrued \$53.4 million of tax expense related to the one-time transition tax. During fiscal 2019, the Company completed the calculation of the total foreign earnings and profits of foreign subsidiaries and recorded a tax benefit of \$1.5 million.

During fiscal 2018, the Company had a favorable settlement for R&D credits and recorded a tax benefit of \$19.9 million. In addition, the Company effectively settled the U.S. federal income tax examination for URS pre-acquisition tax years 2012, 2013 and 2014 and recorded an additional benefit of \$27.7 million related to various adjustments.

The Company is currently under tax audit in several jurisdictions including the U.S and believe the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in adjustments, but will not result in a material change in the liability for uncertain tax positions.

Generally, the Company would reverse its valuation allowance in a particular tax jurisdiction if the positive evidence examined, such as projected and sustainable earnings or a tax-planning strategy that allows for the usage of the deferred tax asset, is sufficient to overcome significant negative evidence, such as large net operating loss carryforwards or a cumulative history of losses in recent years. In the United States, the valued deferred tax assets have a restricted life or use under relevant tax law and, therefore, it is unlikely that the valuation allowance related to these assets will reverse. In addition, the Company is continually investigating tax planning strategies that, if prudent and feasible, may be implemented to realize a deferred tax asset that would otherwise expire unutilized. The identification and internal/external approval (as relevant) of such a prudent and feasible tax planning strategy could cause a reduction in the valuation allowance.

The deferred tax assets (liabilities) are as follows:

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Deferred tax assets:		
Compensation and benefit accruals not currently deductible	\$ 119.4	\$ 98.0
Net operating loss carryforwards	173.2	132.6
Self-insurance reserves	17.6	11.3
Research and experimentation and other tax credits	112.9	138.5
Pension liability	95.1	78.2
Accrued liabilities	303.2	97.2
Capital loss carryforward	104.8	—
Other	26.0	14.8
Total deferred tax assets	952.2	570.6
Deferred tax liabilities:		
Unearned revenue	(40.3)	(53.4)
Depreciation and amortization	(106.7)	(76.3)
Acquired intangible assets	(24.5)	(25.1)
Investment in subsidiaries	(10.9)	(10.9)
Right of use assets	(164.9)	—
Contingent consideration	(33.6)	—
Total deferred tax liabilities	(380.9)	(165.7)
Valuation allowance	(217.5)	(120.6)
Net deferred tax assets	<u>\$ 353.8</u>	<u>\$ 284.3</u>

As of September 30, 2020 and 2019, the Company has available unused foreign and state net operating loss (NOL) carryforwards of \$710.2 million and \$505.3 million, respectively, which expire at various dates over the next several years and capital loss carryforwards of \$355.7 million which expire in 2025; some foreign NOL carryforwards never expire. In addition, as of September 30, 2020, the Company has unused federal and state research and development credits of \$71.2 million and \$27.2 million, respectively, and other credits of \$14.5 million which expire at various dates over the next several years.

As of September 30, 2020 and 2019, gross deferred tax assets were \$952.2 million and \$570.6 million, respectively. The Company has recorded a valuation allowance of \$217.5 million and \$120.6 million at September 30, 2020 and 2019, respectively, primarily related to foreign and state net operating loss carryforwards, capital loss carryforwards, tax credits and other deferred tax assets. The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of deferred tax liabilities) of \$734.7 million will be realized and, as such, no additional valuation allowance has been provided. The net increase in the valuation allowance of \$96.9 million is primarily attributable to an increase in valuation allowances of \$71.2 million related to capital losses, partially offset by the release of a valuation allowance of \$31.7 million related to net operating losses and other deferred tax assets in Canada, the utilization of \$1.5 million of foreign net operating loss carryforwards in the current year and increases in valuation allowances for unbenefitable losses.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book-tax differences in its non-U.S. subsidiaries because such basis differences of approximately \$1.5 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional U.S. or foreign income tax liability upon repatriation, although the calculation of such additional taxes is not practicable.

As of September 30, 2020 and 2019, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling \$65.8 million and \$70.1 million, respectively. The gross unrecognized tax benefits as of September 30, 2020 and 2019 were \$47.1 million and \$55.7 million, respectively, excluding interest, penalties, and related tax benefit. Of the \$47.1 million, approximately \$29.5 million would be included in the effective tax rate if recognized. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Balance at the beginning of the year	\$ 55.7	\$ 53.8
Gross increase in current period's tax positions	2.8	2.9
Gross increase in prior years' tax positions	—	0.8
Gross decrease in prior years' tax positions	(7.9)	(1.0)
Decrease due to settlement with tax authorities	(0.5)	—
Decrease due to lapse of statute of limitations	(3.5)	—
Gross change due to foreign exchange fluctuations	0.5	(0.8)
Balance at the end of the year	<u>\$ 47.1</u>	<u>\$ 55.7</u>

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. As of September 30, 2020, the accrued interest and penalties were \$18.9 million and \$2.7 million, respectively, excluding any related income tax benefits. At September 30, 2019, the accrued interest and penalties were \$20.3 million and \$4.3 million, respectively, excluding any related income tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12-month period from the balance sheet date.

While it is reasonably possible that the total amounts of unrecognized tax benefits could significantly increase or decrease within the next twelve months, an estimate of the range of possible change cannot be made.

15. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of equity awards using the treasury stock method. For the periods presented, equity awards excluded from the calculation of potential common shares were not significant.

The following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
		(in millions)	
Denominator for basic earnings per share	159.0	157.0	159.1
Potential common shares	2.3	2.7	3.2
Denominator for diluted earnings per share	161.3	159.7	162.3

16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Accrued salaries and benefits	\$ 675.7	\$ 681.5
Accrued contract costs	1,104.7	927.1
Other accrued expenses	431.3	269.7
	<u>\$ 2,211.7</u>	<u>\$ 1,878.3</u>

Accrued contract costs above include balances related to professional liability accruals of \$596.0 million and \$536.6 million as of September 30, 2020 and 2019, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees. Liabilities recorded related to accrued contract losses were not material as of September 30, 2020 and 2019. The Company did not have material revisions to estimates for contracts where revenue is recognized using the percentage-of-completion method during the twelve months ended September 30, 2020. In the first quarter of fiscal 2019, the Company commenced a restructuring plan to improve profitability. The Company incurred restructuring expenses of \$188.3 million, including personnel and other costs of \$149.2 million and real estate costs of \$39.1 million during the year ended September 30, 2020, of which \$56.2 million was accrued and unpaid at September 30, 2020. The Company incurred restructuring expenses of \$95.4 million, including personnel and other costs of \$73.3 million and real estate costs of \$22.1 million during the year ended September 30, 2019, of which \$26.5 million was accrued and unpaid at September 30, 2019. In connection with this restructuring plan, the Company evaluated its real estate portfolio to better align with the ongoing business. The Company identified certain long-lived assets that were no longer recoverable, and recorded an impairment of \$27.4 million in Impairment of long-lived assets, including goodwill during the fourth quarter of fiscal 2019. Fair value of the long-lived assets was determined primarily using Level 3 inputs, such as discounted cash flows.

During the twelve months ended September 30, 2020, the Company applied for subsidies in accordance with various government legislations. The Company recognized \$23.2 million during fiscal year 2020 as a reduction to cost of revenues as the expected amount of the subsidy.

17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2020, 2019 and 2018 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2018	\$ (202.3)	\$ (502.2)	\$ 1.2	\$ (703.3)
Other comprehensive income (loss) before reclassification	(107.2)	(46.5)	(17.2)	(170.9)
Amounts reclassified from accumulated other comprehensive loss	6.8	—	3.2	10.0
Balances at September 30, 2019	<u>\$ (302.7)</u>	<u>\$ (548.7)</u>	<u>\$ (12.8)</u>	<u>\$ (864.2)</u>
	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2019	\$ (302.7)	\$ (548.7)	\$ (12.8)	\$ (864.2)
Other comprehensive income (loss) before reclassification	(72.5)	(18.6)	(5.3)	(96.4)
Amounts reclassified from accumulated other comprehensive loss	32.4	—	9.5	41.9
Balances at September 30, 2020	<u>\$ (342.8)</u>	<u>\$ (567.3)</u>	<u>\$ (8.6)</u>	<u>\$ (918.7)</u>

18. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in certain circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2020, the Company was contingently liable in the amount of approximately \$529.1 million in issued standby letters of credit and \$6.2 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

The Company's registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and has an ongoing capital commitment to fund investments. At September 30, 2020, the Company has capital commitments of approximately \$22.1 million to the Fund over the next 8 years.

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain contractual obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees.

Department of Energy Deactivation, Demolition, and Removal Project

AECOM Energy and Construction, Inc., an Ohio corporation, a former affiliate of the Company ("Former Affiliate") executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues. In February 2011, the Former Affiliate and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to \$106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from \$106 million to \$146 million, and required the Former Affiliate to pay all project costs exceeding \$146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$103 million, including additional fees on changed work scope (the "2014 Claims"). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional \$60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the "2019 Claims"). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 and 2019 Claims that may entitle the Former Affiliate to recovery of \$148.5 million to \$329.4 million. On December 30, 2019, the DOE denied the Former Affiliate's 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate's 2019 Claims. The Company intends to appeal these decisions by December 30, 2020. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business to the Purchaser including the Former Affiliate who worked on the DOE project. The Company and the Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company's results of operations.

New York Department of Environmental Conservation

In September 2017, AECOM USA, Inc. was advised by the New York State Department of Environmental Conservation (DEC) of allegations that it committed environmental permit violations pursuant to the New York Environmental Conservation Law (ECL) associated with AECOM USA, Inc.'s oversight of a stream restoration project for Schoharie County which could result in substantial penalties if calculated under the ECL's maximum civil penalty provisions. AECOM USA, Inc. disputes this claim and intends to continue to defend this matter vigorously; however, AECOM USA, Inc. cannot provide assurances that it will be successful in these efforts. The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex and unique environmental and regulatory issues; the project site involves the oversight and involvement of various local, state and federal government agencies; there is substantial uncertainty regarding any alleged damages; and the matter is in its preliminary stages.

Refinery Turnaround Project

A Former Affiliate of the Company entered into an agreement to perform turnaround maintenance services during a planned shutdown at a refinery in Montana in December 2017. The turnaround project was completed in February 2019. Due to circumstances outside of the Company's Former Affiliate's control, including client directed changes and delays and the refinery's condition, the Company's Former Affiliate performed additional work outside of the original contract over \$90 million and is entitled to payment from the refinery owner of approximately \$144 million. In March 2019, the refinery owner sent a letter to the Company's Former Affiliate alleging it incurred approximately \$79 million in damages due to the Company's Former Affiliate's project performance. In April 2019, the Company's Former Affiliate filed and perfected a \$132 million construction lien against the refinery for unpaid labor and materials costs. In August 2019, following a subcontractor complaint filed in the Thirteen Judicial District Court of Montana asserting claims against the refinery owner and the Company's Former Affiliate, the refinery owner crossclaimed against the Company's Former Affiliate and the subcontractor. In October 2019, following the subcontractor's dismissal of its claims, the Company's Former Affiliate removed the matter to federal court and cross claimed against the refinery owner. In December 2019, the refinery owner claimed \$93.0 million in damages and offsets against the Company's Former Affiliate.

On January 31, 2020, the Company completed the sale of its Management Services business to the Purchaser including the Former Affiliate, however, the Refinery Turnaround project, including related claims and liabilities, remained as part of the Company's self-perform at-risk construction business which is classified within discontinued operations.

The Company intends to vigorously prosecute and defend this matter; however, the Company cannot provide assurance that the Company will be successful in these efforts. The resolution of this matter and any potential range of loss cannot be reasonably determined or estimated at this time, primarily because the matter raises complex legal issues that Company is continuing to assess.

19. Reportable Segments and Geographic Information

During the first quarter of fiscal 2020, the Company reorganized its operating and reporting structure to better align with its ongoing professional services business. This reorganization better reflects the continuing operations of the Company after the sale of its former Management Services reportable segment and planned disposal of its self-perform at-risk construction businesses discussed in Note 3. The businesses that comprised the Company's former Management Services reportable segment and the civil infrastructure, power and oil and gas construction businesses in the former Construction Services reportable segment were classified as discontinued operations. The former Design and Consulting Services reportable segment and construction management business in the former Construction Services reportable segment were reformed around geographic regions. The Americas segment provides planning, consulting, architectural and engineering design services, and construction management services to commercial and government clients in the United States, Canada, and Latin America, while the International segment provides similar professional services to commercial and government clients in Europe, the Middle East, Africa, and the Asia-Pacific regions.

The Company's AECOM Capital (ACAP) segment primarily invests in and develops real estate projects. These reportable segments are organized by the differing specialized needs of the respective clients, and how the Company manages its business. The Company has aggregated various operating segments into its reportable segments based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers. The change in reportable segments was applied to all periods presented.

The following tables set forth summarized financial information concerning the Company's reportable segments:

Reportable Segments:	Americas	International	AECOM Capital (in millions)	Corporate	Total
Fiscal Year Ended September 30, 2020:					
Revenue	\$ 10,131.5	\$ 3,101.7	\$ 6.8	\$ —	\$ 13,240.0
Gross profit	580.5	122.2	6.9	—	709.6
Equity in earnings of joint ventures	19.8	14.3	14.7	—	48.8
General and administrative expenses	—	—	(8.6)	(180.0)	(188.6)
Restructuring costs	—	—	—	(188.3)	(188.3)
Operating income (loss)	600.3	136.5	13.0	(368.3)	381.5
Segment assets	7,929.3	2,454.0	198.0	1,573.9	
Gross profit as a % of revenue	5.7 %	3.9 %			5.4 %
Fiscal Year Ended September 30, 2019:					
Revenue	\$ 10,382.6	\$ 3,251.7	\$ 8.2	\$ —	\$ 13,642.5
Gross profit	511.5	91.9	8.3	—	611.7
Equity in earnings of joint ventures	17.7	13.9	17.7	—	49.3
General and administrative expenses	—	—	(5.0)	(143.2)	(148.2)
Restructuring costs	—	—	—	(95.4)	(95.4)
Gain on disposal activities	—	3.6	—	—	3.6
Impairment of long lived assets	(10.8)	(4.4)	—	(9.7)	(24.9)
Operating income (loss)	518.4	105.0	21.0	(248.3)	396.1
Segment assets	7,437.3	2,247.1	197.8	718.4	
Gross profit as a % of revenue	4.9 %	2.8 %			4.5 %
Fiscal Year Ended September 30, 2018:					
Revenue	\$ 10,512.3	\$ 3,366.0	\$ —	\$ —	\$ 13,878.3
Gross profit	403.8	75.2	—	—	479.0
Equity in earnings of joint ventures	27.1	7.0	15.3	—	49.4
General and administrative expenses	—	—	(11.2)	(124.6)	(135.8)
Operating income (loss)	430.9	82.2	4.1	(124.6)	392.6
Segment assets	7,119.9	2,353.2	140.6	676.9	
Gross profit as a % of revenue	3.8 %	2.2 %			3.5 %

Geographic Information:

Long-Lived Assets	Fiscal Year Ended		
	September 30, 2020	September 30, 2019 (in millions)	September 30, 2018
Americas	3,733.2	3,399.1	3,469.2
Europe, Middle East, Africa	875.8	738.8	745.8
Asia Pacific	375.3	272.4	278.3
Total	4,984.3	4,410.3	4,493.3

Long-lived assets consist of noncurrent assets excluding deferred tax assets.

20. Major Clients

No single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 8%, 9%, and 8% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2020, 2019 and 2018, respectively.

21. Quarterly Financial Information—Unaudited

In the opinion of management, the following unaudited quarterly data reflects all adjustments necessary for a fair statement of the results of operations. All such adjustments are of a normal recurring nature.

Fiscal Year 2020:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Revenue	\$ 3,235.6	\$ 3,245.7	\$ 3,189.7	\$ 3,569.0
Cost of revenue	3,069.8	3,076.9	3,004.6	3,379.1
Gross profit	165.8	168.8	185.1	189.9
Equity in earnings of joint ventures	9.9	13.5	8.6	16.8
General and administrative expenses	(43.6)	(41.0)	(54.5)	(49.5)
Restructuring costs	(44.9)	(31.2)	(20.3)	(91.9)
Income from operations	87.2	110.1	118.9	65.3
Other income	4.0	2.4	3.1	1.6
Interest expense	(40.4)	(37.1)	(35.0)	(47.5)
Income from continuing operations before taxes	50.8	75.4	87.0	19.4
Income tax expense (benefit) for continuing operations	15.9	21.7	(7.2)	15.3
Net income from continuing operations	34.9	53.7	94.2	4.1
Net income (loss) from discontinued operations	18.2	(130.7)	(0.1)	(228.0)
Net income (loss)	53.1	(77.0)	94.1	(223.9)
Net income attributable to noncontrolling interests from continuing operations	(4.0)	(5.2)	(3.1)	(4.2)
Net income attributable to noncontrolling interests from discontinued operations	(8.5)	(3.9)	(1.6)	(2.2)
Net income attributable to noncontrolling interests	(12.5)	(9.1)	(4.7)	(6.4)
Net income (loss) attributable to AECOM from continuing operations	30.9	48.5	91.1	(0.1)
Net income (loss) attributable to AECOM from discontinued operations	9.7	(134.6)	(1.7)	(230.2)
Net income (loss) attributable to AECOM	\$ 40.6	\$ (86.1)	\$ 89.4	\$ (230.3)
Net income attributable to AECOM per share:				
Basic continuing operations per share	\$ 0.20	\$ 0.31	\$ 0.57	\$ —
Basic discontinued operations per share	\$ 0.06	\$ (0.85)	\$ (0.01)	\$ (1.44)
Basic earnings per share	\$ 0.26	\$ (0.54)	\$ 0.56	\$ (1.44)
Diluted continuing operations per share	\$ 0.19	\$ 0.30	\$ 0.56	\$ —
Diluted discontinued operations per share	\$ 0.06	\$ (0.84)	\$ (0.01)	\$ (1.44)
Diluted earnings per share	\$ 0.25	\$ (0.54)	\$ 0.55	\$ (1.44)
Weighted average shares outstanding:				
Basic	157.3	158.6	160.1	160.0
Diluted	160.6	160.7	161.8	160.0

Fiscal Year 2019:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Revenue	\$ 3,356.3	\$ 3,412.6	\$ 3,360.2	\$ 3,513.4
Cost of revenue	3,232.9	3,267.8	3,206.4	3,323.7
Gross profit	123.4	144.8	153.8	189.7
Equity in earnings of joint ventures	6.6	16.6	9.2	16.9
General and administrative expenses	(35.9)	(37.4)	(37.5)	(37.4)
Restructuring costs	(63.3)	(15.9)	—	(16.2)
Impairment of long-lived assets	—	—	—	(24.9)
Gain on disposal activities	—	—	—	3.6
Income from operations	30.8	108.1	125.5	131.7
Other income	3.0	3.8	4.3	3.5
Interest expense	(39.4)	(41.4)	(40.5)	(40.2)
(Loss) income from continuing operations before taxes	(5.6)	70.5	89.3	95.0
Income tax (benefit) expense for continuing operations	(42.5)	12.2	27.2	16.6
Net income from continuing operations	36.9	58.3	62.1	78.4
Net income (loss) from discontinued operations	28.2	35.2	43.3	(526.4)
Net income (loss)	65.1	93.5	105.4	(448.0)
Net income attributable to noncontrolling interests from continuing operations	(4.9)	(6.9)	(6.1)	(6.8)
Net income attributable to noncontrolling interests from discontinued operations	(8.6)	(8.8)	(15.6)	(19.4)
Net income attributable to noncontrolling interests	(13.5)	(15.7)	(21.7)	(26.2)
Net income (loss) attributable to AECOM from continuing operations	32.0	51.4	56.0	71.6
Net income (loss) attributable to AECOM from discontinued operations	19.6	26.4	27.7	(545.8)
Net income (loss) attributable to AECOM	\$ 51.6	\$ 77.8	\$ 83.7	\$ (474.2)
Net income (loss) attributable to AECOM per share:				
Basic continuing operations per share	\$ 0.20	\$ 0.33	\$ 0.36	\$ 0.45
Basic discontinued operations per share	\$ 0.13	\$ 0.17	\$ 0.17	\$ (3.46)
Basic earnings per share	\$ 0.33	\$ 0.50	\$ 0.53	\$ (3.01)
Diluted continuing operations per share	\$ 0.20	\$ 0.32	\$ 0.35	\$ 0.44
Diluted discontinued operations per share	\$ 0.12	\$ 0.17	\$ 0.17	\$ (3.39)
Diluted earnings per share	\$ 0.32	\$ 0.49	\$ 0.52	\$ (2.95)
Weighted average shares outstanding:				
Basic	156.4	156.6	157.4	157.7
Diluted	159.6	158.4	159.8	160.9

22. Subsequent Events

On October 16, 2020, the Company closed on the sale of its Power construction business to CriticalPoint Capital, LLC. Prior to the sale, the Power construction business was classified within discontinued operations.

The Company has repurchased approximately 7.0 million shares for approximately \$318.7 million since the beginning of fiscal year 2021.

AECOM Technology Corporation

Schedule II: Valuation and Qualifying Accounts

(amounts in millions)

	Balance at Beginning of Year	Additions Charged to Cost of Revenue	Deductions^(a)	Other and Foreign Exchange Impact	Balance at the End of the Year
Allowance for Doubtful Accounts					
Fiscal Year 2020	\$ 56.5	\$ 37.6	\$ (16.4)	\$ 0.2	\$ 77.9
Fiscal Year 2019	\$ 54.2	\$ 23.9	\$ (21.0)	\$ (0.6)	\$ 56.5
Fiscal Year 2018	\$ 53.7	\$ 18.1	\$ (16.3)	\$ (1.3)	\$ 54.2

(a) Primarily relates to accounts written-off and recoveries

ITEM 7.H

Change Orders No. 1 and No. 2 to Amend the Contract with Schuller Contractors, Inc. for the Toho–Valencia Trail II Project

Request

Approval of Change Orders No. 1 and 2 to increase the contract time due to inclement weather conditions, and to increase the contract amount by \$30,837.70 for unforeseen ADA compliance related issues using funds transferred from the Professional Services account.

Explanation

On October 5, 2021, the City entered into a contract with Schuller Contractors, Inc. to provide construction services for the Toho-Valencia Trail II Project in the amount of \$320,718.84. This project is being funded by a Florida Department of Transportation (FDOT) grant in the amount of \$297,735 in addition to \$22,984 from the Recreation Impact Fee Fund. The requested change orders are as follows:

1. Change Order No. 1: During construction, the City of Kissimmee and the Engineer of Record determined the need to remove and replace the six-inch concrete sidewalk, install an additional ten feet of handrail and provide two six-inch PVC pipes for drainage under the sidewalk. The contractor has requested a change order to extend the contract time by 14 calendar days for the additional work stated above. Costs totaling \$5,000.98 are associated with this change order. This amount is classified as federal aid ineligible.
2. Change Order No. 2: The existing driveway crossings were found to be outside of ADA Compliance by exceeding the required cross-slopes; the City and Engineer of Record submitted a proposed plan for this issue which includes removal and replacement of the sidewalk along the driveways. The contractor has requested a change order to extend the contract time by 9 calendar days for the additional work. Costs totaling \$25,836.72 are associated with this change order. Part of the cost for this change order will be covered by the FDOT grant (\$24,836.76 and 4 days are federal aid eligible, \$999.96 and 5 days are federal aid ineligible).

Change Orders No. 1 and 2 have a total contract time extension of 23 days and total cost in the amount of \$30,837.70.

These change orders extend the original overall contract time from 120 days to 143 calendar days, which will extend the construction end date from March 29, 2022 to April 22, 2022.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656 506393 00145203 503131	PW1837	Increase Decrease	6,001.00 6,001.00	

Financial Summary:

City of Kissimmee

Adequate funds for these change orders are available in the Professional Services account. \$6,001.00 will be transferred from professional services to PW1837 upon Commission approval.

Recommendation

Staff recommends Commission approval of Change Orders No. 1 and 2 under the contract with Schuller Contractors, Inc. for the Toho – Valencia Trail II Project in the amount of \$30,837.70 and the transfer of funds from the Professional Services account to cover these expenses.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Change order #1 Supporting Documents
2. Change Order #2 Supporting Documents
3. Fully executed contract

SECTION 0930
CITY OF KISSIMMEE
CHANGE ORDER FORM
(This Form Must Be Used)

CHANGE ORDER NO. : 01
CHANGE ORDER DATE: 1/28/2022

DATE: 1/28/2022 CONTRACTOR: Schuller Contractors
OWNER: City of Kissimmee CONTRACT DATE: 10/5/2021

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. During construction of the Kissimmee Toho Valencia Trail II, the City of Kissimmee and the EOR determined the need to remove and replace the six-inch concrete sidewalk 10'x10' and install an additional ten feet of handrail and two six-inch PVC pipes for drainage under the sidewalk at Sta.65+70;
The Contractor requested and the City approved fourteen days to be added to the original contract time for the additional work.

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE.....	\$ <u>320,718.84</u>
CURRENT CONTRACT PRICE ADJUSTED by previous	
CHANGE ORDER	\$ <u>320,718.84</u>
The CONTRACT PRICE due to this CHANGE ORDER will	
Increase/decrease by	\$ <u>5,000.98</u>
The new CONTRACT PRICE including this CHANGE	
ORDER will be	\$ <u>325,719.82</u>
ORIGINAL CONTRACT TIME	<u>120</u> days
The new CONTRACT TIME due to this CHANGE ORDER	
will <u>increase</u> /decrease by	<u>14</u> days
The new CONTRACT TIME including this CHANGE	
ORDER will be	<u>134</u> days
The date for SUBSTANTIAL COMPLETION of all	
WORK as of the date of this CHANGE	
ORDER will be	<u>3/13/2022</u>

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

Project: Toho Valencia Trail II
Change Order No.: 01

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Change Order Requested by: Robert Tanaka
Masiku

Digitally signed by Robert
Tanaka Masiku
Date: 2022.03.17 17:00:18 -04'00'

RECOMMENDED BY:
DRMP
Owner's Authorized Representative

BY: [Signature]
Signature

TITLE: Project Administrator

DATE: 1/28/2022

ACCEPTED BY:
Schuller Contractors Inc.
Contractor

BY: [Signature]
Signature

TITLE: President

DATE: 2-4-2022

APPROVED BY:
CITY OF KISSIMMEE, FLORIDA
Owner

BY: _____
Signature

TITLE: _____

DATE: _____

BY: _____
Signature

BY: _____

DATE: _____

RE: Toho Trail II
Contract No: G1W42
FPN No: 439084-1-58-01
FAP: D520-058-B
City of Kissimmee
Change Order No. 1

Change Order #1 Entitlement Analysis

Issue #1

1. **Description of Issue #1:** At Sta.65+70, the sidewalk was constructed to the plan elevation; this created a drop-off condition at the KUA light pole and pull box area; the City's EOR submitted a proposed plan for this issue which includes removal and replacement of ten linear feet area of six-inch sidewalk and the addition of a thickened edge to support the new handrail at this area.

Entitlement Analysis for Issue #1: The City requested a proposal for the unforeseen, additional six-inch concrete and additional handrail, the Contractor responded with a proposal for this work, the City and CEI negotiated the cost, and came to an agreed amount of five thousand dollars and ninety-eight cents (\$5,000.98).

Engineers Estimate #1: The contract plans did not initially consider the unforeseen thickened edge sidewalk and handrail at Sta. 65+70; Therefore, the contractor is due compensation for the extra cost associated with this work in accordance with the Standard Specifications 4-3.2. The Contractor submitted a quote of five thousand dollars and ninety-eight cents (\$5,000.98) for all costs associated with the additional work. An engineer's estimate was prepared in accordance with Specification 4-3.2. and the extra work value was calculated to be five thousand eight hundred forty-nine dollars and eighty-six cents (\$5,849.86) for this additional work. The Contractor's cost proposal is less than the Engineer's estimate; therefore, the contractor's price of (\$5,000.98) is acceptable.

Engineer's Cost Estimate for Issue #1: \$5,849.86
Contractors Cost Estimate for Issue #1: \$5,000.98
Negotiated Cost for Issue #1: \$5,000.98

Engineer's Entitlement Analysis

Engineer's Time Analysis

The Contractor requested an additional fourteen (14) days, the City authorized fourteen (14) days to be added to the Contract.

Engineers Estimate of time (Non-compensable):

- 1/28/2022 Contractor submitted pricing for change order 01.
- 2/1/2022 The City and CEI accepted the Contractors pricing.

Basis for Estimate

The additions have been evaluated using the approved schedule of values, rental rates, estimated man-hours, statewide averages, and the 4-3.2 specification worksheet showing allowable markups.

Federal Aid Eligibility

The final amount should not be considered eligible for Federal Aid Participation.

Summation

Amount of Change Order for Issue #1: \$5,000.98

Total Change Order Amount: \$5,000.98

Randal Stagg

Randal Stagg, Project Administrator

DRMP, Inc.

rstaggs@DRMP.com

Cell: 407-912-0259

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

X 
Option 1 Signature (NOT needed for Option...

CONTRACTOR Schuller Contractors Inc.

1) LABOR AND BURDEN	\$	2,900.00
2) MATERIALS AND SUPPLIES	\$	236.80
3) EQUIPMENT	\$	1,841.80
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	871.26
	\$	5,849.86

SUB-CONTRACTOR 1

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 2

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 3

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 4

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 5

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 6

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 7

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

SUB-CONTRACTOR 8

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 9

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 10

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

TOTAL COST OF INCREASE, DECREASE OR ALTERATION IN THE WORK	\$	5,849.86
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CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

CONTRACTOR: Schuller Contractors Inc.

1) LABOR AND BURDEN

LABOR	TIME	UNIT	RATE	BURDEN (%)	LABOR plus BURDEN SUB-TOTAL
Laborer	20.00	HR	\$ 15.00	45.00%	\$ 435.00
Laborer	20.00	HR	\$ 15.00	45.00%	\$ 435.00
Laborer	20.00	HR	\$ 15.00	45.00%	\$ 435.00
Laborer	20.00	HR	\$ 15.00	45.00%	\$ 435.00
Equipment Operator	20.00	HR	\$ 20.00	45.00%	\$ 580.00
Dump Truck Operator	20.00	HR	\$ 20.00	45.00%	\$ 580.00
Row Control					

TOTAL LABOR AND BURDEN \$ 2,900.00

2) MATERIALS AND SUPPLIES

MATERIAL	QTY.	UNIT	RATE	SUB-TOTAL
Six Inch PVC Pipe	20.000	LF	\$ 8.00	\$ 160.00
Rebar #4 x 24"	10.000	EA	\$ 5.18	\$ 51.80
Epoxy	1.000	EA	\$ 25.00	\$ 25.00
Row Control				

TOTAL MATERIALS AND SUPPLIES \$ 236.80

3) EQUIPMENT

EQUIPMENT	OPERATING		STAND-BY / IDLE		SUB-TOTAL
	FHWA Rate w/ Adjustments	HRS	Standby Rate	HRS	
1/2 Ton Pickup Truck	\$ 18.00	20.00			\$ 360.00
Dump Truck	\$ 92.65	10.00			\$ 926.50
Concrete Saw	\$ 24.41	10.00			\$ 244.10
Caterpillar 305E Excavator	\$ 31.12	10.00			\$ 311.20
Row Control					

TOTAL EQUIPMENT \$ 1,841.80

4) INDIRECT COST, EXPENSES, AND PROFIT (1) or (2), whichever is greater:

a)	17.5% of the sum of (1), (2), & (3) above:	\$ 871.26
1.	BOND: For any additional bond for the additional or unforeseen work, the Contractor shall	
2.	SUBCONTRACTOR MARKUP:	
	Subcontractor Cost for Extra Work:	\$ -
	First \$50,000 10%	\$ -
	Over \$50,000 5%	\$ -
		\$ 871.26

b) Average overhead per day = Ds:

As = Original Contract Amount minus Original Subcontract Amount(s)*

B = Original Contract Time

C = 8%

Ds = $\frac{As \times C}{B}$

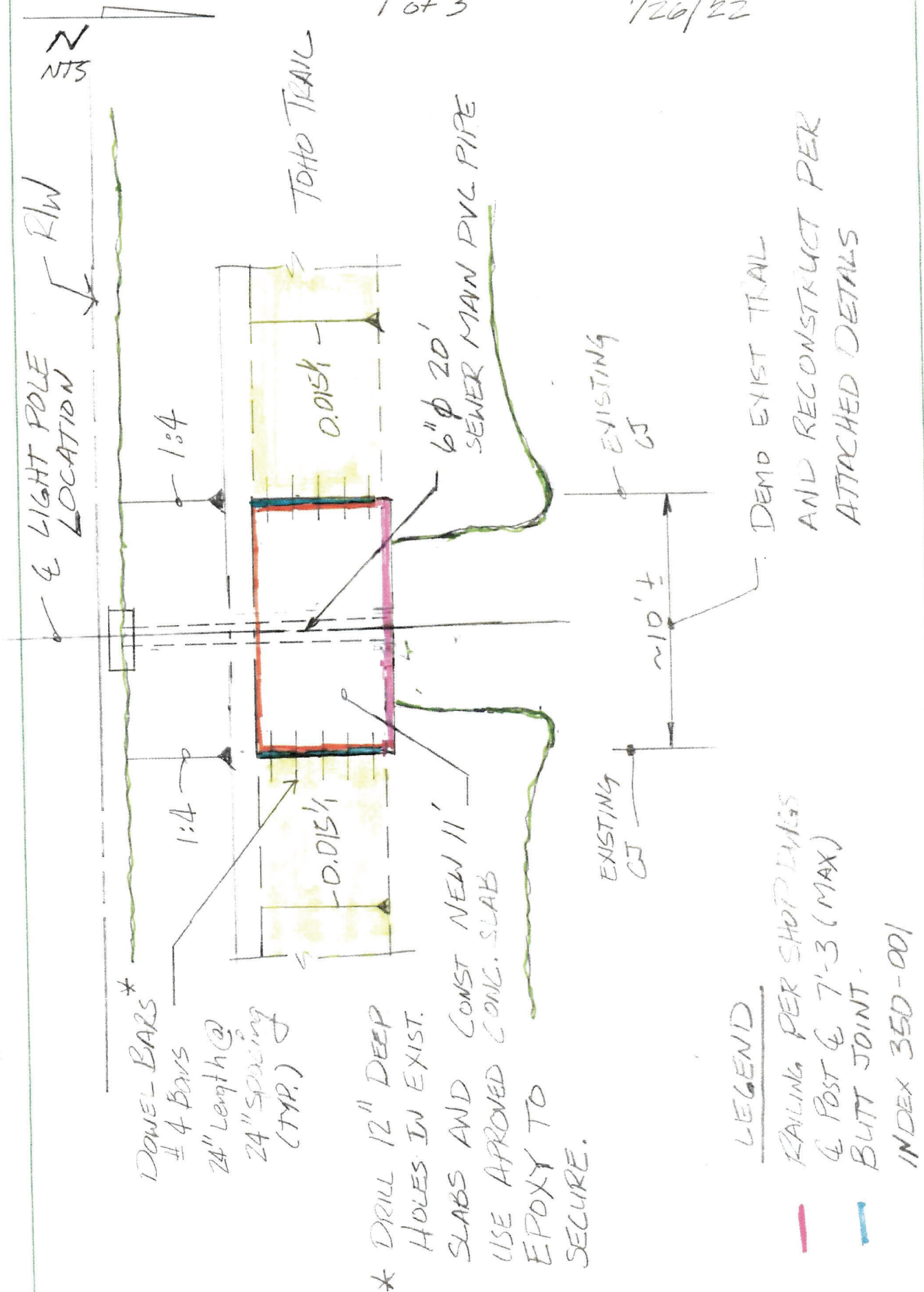
\$ -

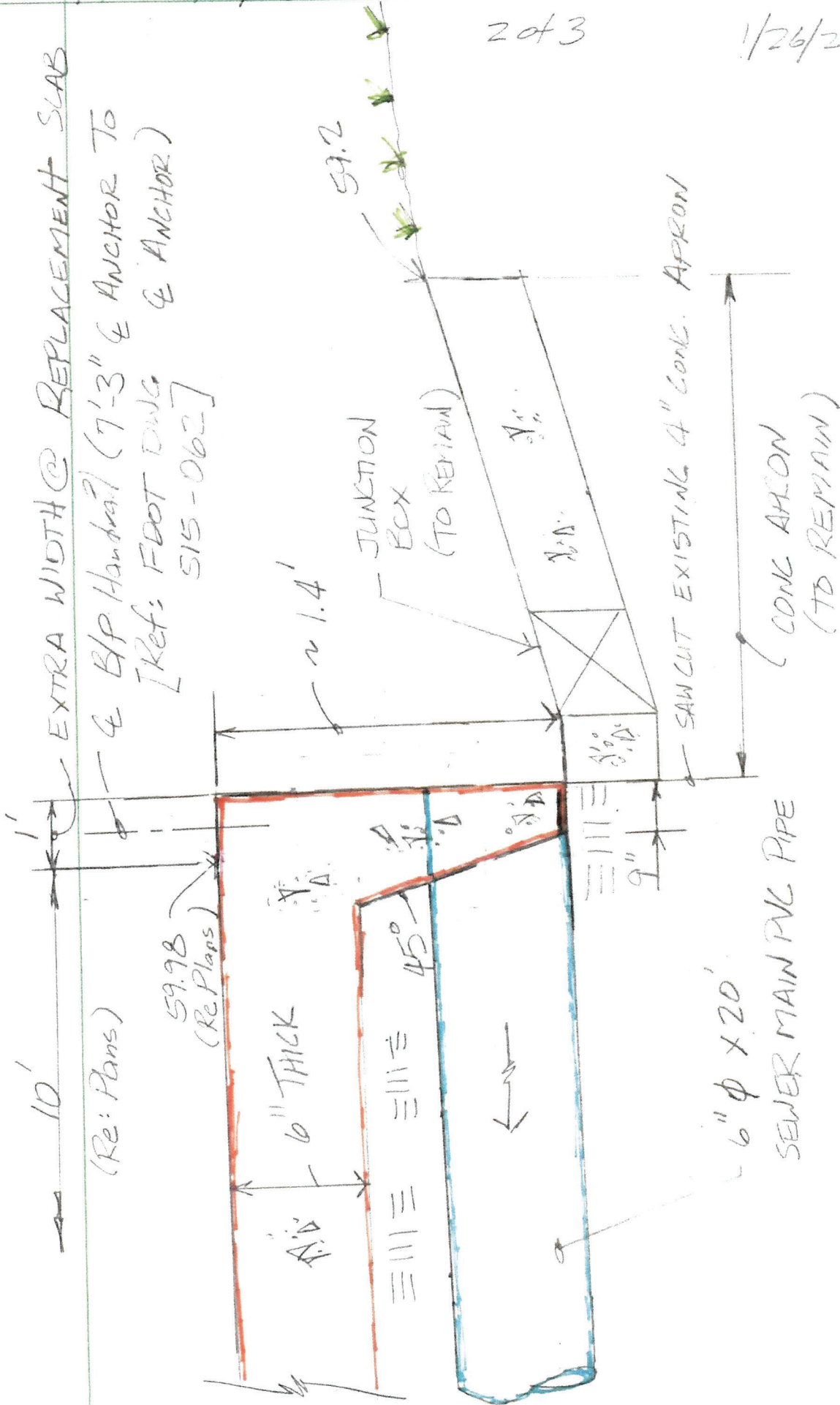
Calendar days of entitlement that are in excess of the first 10 cumulative

Schuller Contractors Inc.

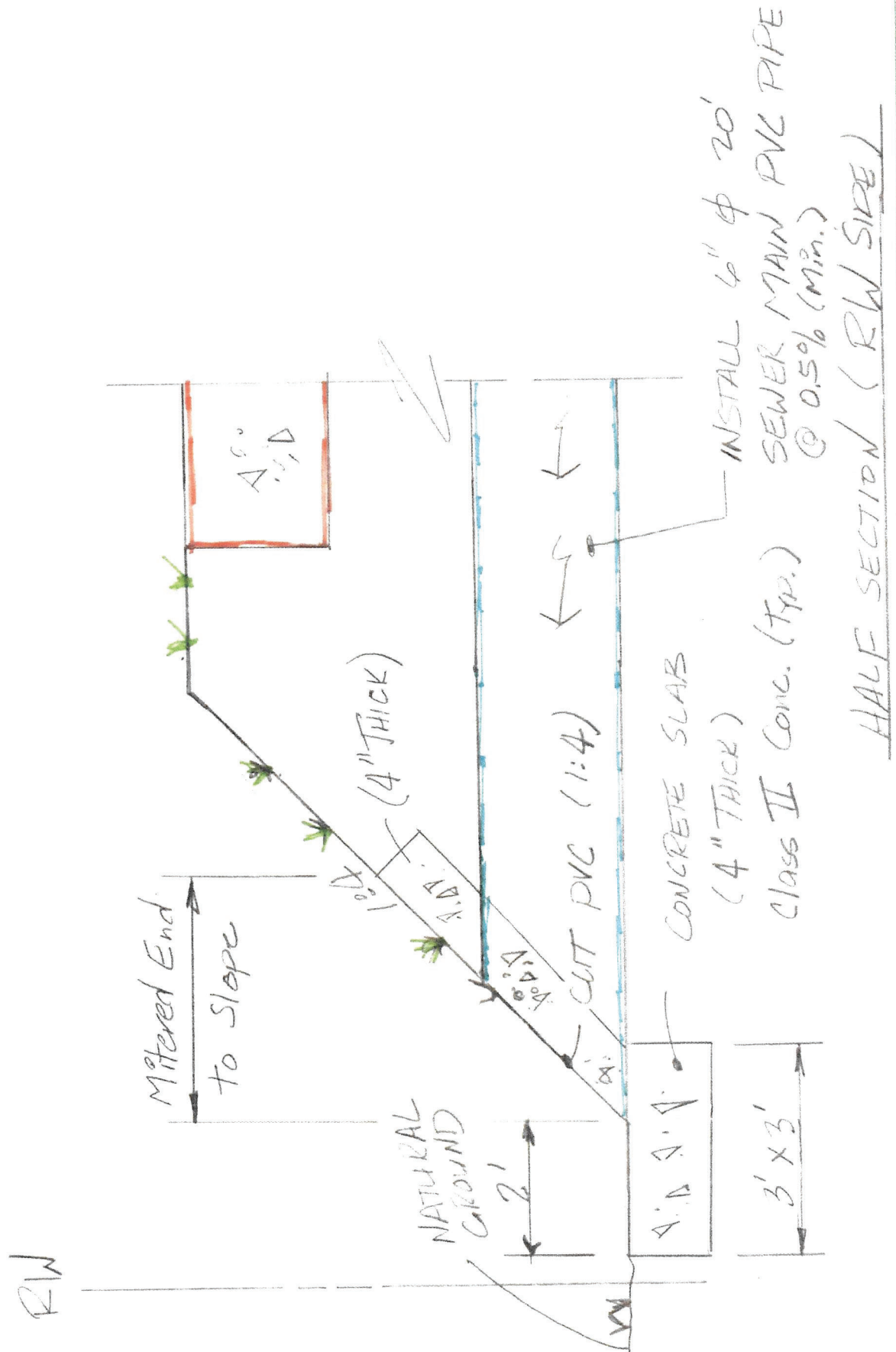
CHANGE ORDER # 1				
PROJECT DATA:			PROJECT NO.:	439084-1
NAME:	Toho Valencia Trail II		DATE:	01/28/22
LOCATION:	65+70 RT and 33+20 LT			
OWNER:	City of Kissimmee			
DESCRIPTION:	Repair drop off location at station 65+70 and R&R sidewalk ramp at Station 33+20		STATION NO.	
All applicable contract line items will be overrun as needed for work, add additional 14 contract days.				
PRICING INFORMATION				
1. DIRECT LABOR (includes 45% Burden)				
	Labor	HOURS	RATE	COST
	Foreman	20	\$29.75	\$595.00
	Operator	20	\$20.00	\$400.00
	Laborer	20	\$15.00	\$300.00
	Laborer	20	\$15.00	\$300.00
	Laborer	20	\$15.00	\$300.00
	Laborer	20	\$15.00	\$300.00
			45% Burden:	\$987.75
	Total		Subtotal (1)	\$3,182.75
2. MATERIALS				
	DESCRIPTION	QUANTITY	UNIT PRICE	COST
				\$0.00
	6" PVC Pipe	20	\$8.00	\$160.00
	Rebar #4 x 24"	10	\$5.18	\$51.80
	Epoxy	1	\$25.00	\$25.00
				\$0.00
			Subtotal (2)	\$236.80
3. EQUIPMENT				
	Day			
	PC 50	2	\$150.00	\$300.00
	WA 200	2	\$200.00	\$400.00
		0	\$0.00	\$0.00
			Subtotal (3)	\$700.00
4. SUBCONTRACTOR				
	Description of Work			
				\$0.00
			SUBTOTAL (4)	\$0.00
5. MISCELLANEOUS				
	Description of Work			
				\$0.00
			SUBTOTAL (5)	\$0.00
6. Maintenance of Traffic				
	Description of Work			
	Maintenance of Traffic per day \$36.67 per day x 14 Days			\$513.38
			SUBTOTAL (6)	\$513.38
6. FEE STRUCTURE				
	Total Cost	COST	PERCENT	FEE
1. Direct Labor:		\$3,182.75	10.00%	\$318.28
2. Material		\$236.80	10.00%	\$23.68
3. Equipment		\$700.00	10.00%	\$70.00
4. Subcontractors		\$0.00	7.50%	\$0.00
5. Miscellaneous		\$0.00	15.00%	\$0.00
6. Maintenance of Traffic		\$513.38	10.00%	\$51.34
7. Bond	297% of the total cost	\$4,119.55	2.97%	\$122.35
8. Insurance	7.18% of total Cost	\$4,119.55	7.18%	\$295.78
Additional Days: 14			SUBTOTAL (5)	\$881.43
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$5,000.98
Signed: <u>Jonathan Jasiewicz</u> Title: <u>President</u> Date: <u>01/28/22</u> Contractor: <u>Schuller Contractors Incorporated</u>				

1/26/22





NTS



Rental Rate Blue Book®

November 3, 2020

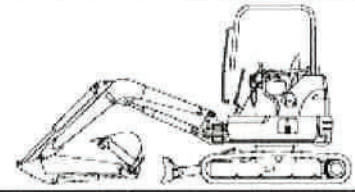
Caterpillar 305E CR

Crawler Mounted Compact Excavators

Size Class:

4.1 - 5.0 MTons

Weight:

10836 lbs

Configuration for 305E CR

Operating Weight	5.42 mt	Operator Protection	FOPS/TOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,255.00	USD \$910.00	USD \$230.00	USD \$35.00	USD \$12.63	USD \$31.12
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$3,255.00	USD \$910.00	USD \$230.00	USD \$35.00	USD \$12.63	USD \$31.12

Non-Active Use Rates

Hourly

Standby Rate	USD \$11.65
Idling Rate	USD \$22.45

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$1,464.75/mo
Overhaul (ownership)	37%	USD \$1,204.35/mo
CFC (ownership)	6%	USD \$195.30/mo
Indirect (ownership)	12%	USD \$390.60/mo
Fuel (operating) @ USD 2.40	31%	USD \$3.96/hr

Revised Date: 2nd half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for **DAN HURTADO**
(dan.hurtado@dot.state.fl.us)

Rental Rate Blue Book®

November 12, 2019

Miscellaneous 7-20SPC

Concrete Saws

Size Class:
18 - 36 HP
Weight:
HP


Configuration for 7-20SPC

Blade Capacity Diameter	20.0 In	Horsepower	65.0
Maximum Cutting Depth	7.5	Power Mode	Gasoline
Type	Concrete		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,245.00	USD \$350.00	USD \$88.00	USD \$13.00	USD \$17.34	USD \$24.41
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,245.00	USD \$350.00	USD \$88.00	USD \$13.00	USD \$17.34	USD \$24.41

Non-Active Use Rates

	Hourly
Standby Rate	USD \$4.03
Idling Rate	USD \$19.81

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	USD \$535.35/mo
Overhaul (ownership)	43%	USD \$535.35/mo
CFC (ownership)	6%	USD \$74.70/mo
Indirect (ownership)	8%	USD \$99.60/mo
Fuel (operating) @ USD 2.51	73%	USD \$12.74/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DAVID SADLER
(david.sadler@dot.state.fl.us)



EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

Miscellaneous 8X4 18YD 85GVW
On-Highway Rear Dumps

Size Class:
60,001 GVW & Over
Weight:
21021 lbs



Configuration for 8X4 18YD 85GVW

Axle Configuration	8X4	Horsepower	450.0
Maximum Gross Vehicle Weight	85000.0 lbs	Power Mode	Diesel
Struck Capacity	15.0 - 18.0 cu yd		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,710.00	USD \$1,800.00	USD \$400.00	USD \$80.00	USD \$80.21	USD \$92.88
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,710.00	USD \$1,800.00	USD \$400.00	USD \$80.00	USD \$80.21	USD \$92.88

Non-Active Use Rates

	Hourly
Standby Rate	USD \$22.88
Idling Rate	USD \$71.12

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$2,856.00/mo
Overhaul (ownership)	31%	USD \$1,770.13/mo
CFC (ownership)	8%	USD \$458.80/mo
Indirect (ownership)	11%	USD \$628.10/mo
Fuel (operating) @ USD 3.07	84%	USD \$38.85/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DAVID SADLER
(david.sadler@dot.state.fl.us)

CONTRACTOR REQUEST FOR INFORMATION FORM

RFI NO. 2

COPIES SENT TO:

KISSIMMEE

Victor Aponte

ENGINEER

FIELD

Randal Stagg

CONTRACTOR

Schuller Contractors Inc.

OTHER

PROJECT DATA:

NAME

Toho Valencia Trail

DRAWING NO.

12

LOCATION

65+80 RT

SPECIFICATION NO.

STRUCTURE

QUESTION:

At station 65+80 we currently have a drop off next to the sidewalk due to the existing light pole pad and pull box. It was discussed since the sidewalk is already poured, to install a section of ribbon curb flush along the sidewalk and install a section of handrail to protect the drop off. Also will we encounter this same situation further down the project when we pass other light poles along 192?

Please let me know how you would like to proceed?

BY:

Jonathan Jasiewicz

DATE: 1/25/2022

REPLY:

BY: _____

DATE: _____

To: Victor A. Aponte - Engineer II
Public Works & Engineering
City of Kissimmee, FL

From: Joseph D. Darbonne, PE EOR

Date: 01/27/2022

Re: FPN 439084-1-58-01; RFI No. 2 – Drop Off Detail

**Joseph D
Darbonne**

Digitally signed by Joseph D
Darbonne
Date: 2022.01.27 15:12:58 -05'00'

This memorandum is in response to the RFI No. 2 Drop Off Detail. Reference is made to the attached photograph on the next page, that were transmitted us on 1/18/22 when we were made aware of a drop-off condition at the light pole near Station 66+00.

The intent of the design for the trail is to meander around the existing FDOT light poles and pull boxes, and this location is no different. However, in this case, the trail profile was raised because we were concerned about the abutting property low area and did not want the trail to be flooded by the adjacent parcel. I have reviewed the plans at the other locations, and in those instances, there should not be a drop off, which would require a handrail or trap significant stormwater, between US 192 and the trail.

During a recent rain event, we noted some ponding at the light pole location, see photo on next page. To remedy both the drop off condition and the trapping of stormwater, we offer the enclosed sketches.

We realize that the trail is in a horizontal curve, and the rail section is tangent. We did include an additional 1-foot of width to accommodate this condition.

This remedy, which adds an additional 1-foot of trail width towards US 192, will permit the adding of the bicycle / pedestrian rail without encroaching upon the TOHO trail normal width of 10-feet. The stormwater drain pipe as per the attached details will permit any trapped stormwater to flow under the paved trail.

The attached solution used FDOT standard drawings and details.



Photograph Taken by METRO on Tuesday, January 25 at 3:32 pm
TOHO Trail near Sta. 66+00



Victor Aponte

From: Jones, Chris <Chris.Jones@dot.state.fl.us>
Sent: Friday, February 4, 2022 12:23 PM
To: Victor Aponte
Cc: Robert Masiku; 'Randal Stagg'; D5-Construction Special Projects
Subject: RE: 439084-1-58-01 Toho Valencia Trail II
Attachments: 439084-1-58-01 Toho Valencia Trail II CO-1.pdf

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Victor,

The Department concurs with change order #1, as attached, adding an additional \$5,000.98 and 14 days to the contract. \$5,000.98 and 14 days are Federal Aid ineligible as indicated within the change order. The concurrence by the Department is based on the supporting documentation provided by the City. Please upload an executed copy of CO #1 Gap.

As a reminder please be sure to include the special projects group not the d5 program group on correspondence.

Thank you,

Chris Jones -CDM Smith
Florida Department of Transportation
D-5 Special Projects
719 S Woodland Blvd
Deland, Florida 32720
Email: D5-ConstructionSpecialProjects@dot.state.fl.us
Email: Chris.jones@dot.state.fl.us
Office: (386) 943-5385
Cell: (407) 286-9132
[D5 Special Projects Guide](#)

From: Victor Aponte <VICTOR.APONTE@kissimmee.gov>
Sent: Thursday, February 03, 2022 5:59 PM
To: Jones, Chris <Chris.Jones@dot.state.fl.us>; D5-Local Programs <D5-LocalPrograms@dot.state.fl.us>
Cc: Robert Masiku <ROBERT.MASIKU@kissimmee.gov>; 'Randal Stagg' <RStagg@drmp.com>
Subject: 439084-1-58-01 Toho Valencia Trail II

EXTERNAL SENDER: Use caution with links and attachments.

SECTION 0930
CITY OF KISSIMMEE
CHANGE ORDER FORM
(This Form Must Be Used)

CHANGE ORDER NO. : 02
CHANGE ORDER DATE: 3/3/2022

DATE: 3/3/2022 CONTRACTOR: Schuller Contractors

OWNER: City of Kissimmee CONTRACT DATE: 10/5/2021

The following changes are hereby made to the CONTRACT DOCUMENTS:
At Sta.67+20 Rt. and Sta.69+40 Rt.the existing driveway crossings were found to be out of
ADA Compliance, exceeding the cross-slopes; the City and EOR submitted a proposed plan
for this issue which includes removal and replacement of seventy-seven (77) square yards of
six-inch sidewalk and thirty-eight (38) square yards of misc. asphalt 8.28 tons for transitions
for the sidewalk.It has been determined that four (4) calendar days for weather would be
granted. Five (5) days for construction.

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE.....	\$	<u>320,718.84</u>
CURRENT CONTRACT PRICE ADJUSTED by previous		
CHANGE ORDER	\$	<u>325,719.82</u>
The CONTRACT PRICE due to this CHANGE ORDER will		
Increase/decrease by	\$	<u>25,836.72</u>
The new CONTRACT PRICE including this CHANGE		
ORDER will be	\$	<u>351,556.54</u>
ORIGINAL CONTRACT TIME	<u>120</u>	days
The new CONTRACT TIME due to this CHANGE ORDER		
will <u>increase</u> /decrease by	<u>9</u>	days
The new CONTRACT TIME including this CHANGE		
ORDER will be	<u>143</u>	days
The date for SUBSTANTIAL COMPLETION of all		
WORK as of the date of this CHANGE		
ORDER will be	<u>3/22/2022</u>	

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in
CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly
or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an
equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this
CHANGE ORDER.

Project: Toho Valencia Trail II
Change Order No.: 02

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Robert Tanaka

Digitally signed by Robert Tanaka
Masiku
Date: 2022.03.17 17:00:56 -04'00'

Change Order Requested by: Masiku

RECOMMENDED BY:

DRMP
Owner's Authorized Representative

BY: 
Signature

TITLE: Project Administrator

DATE: 3/3/2022

ACCEPTED BY:

Schuller Contractors
Contractor

BY: 
Signature Jonathan Jasiewicz

TITLE: President

DATE: 3/9/2022

APPROVED BY:

CITY OF KISSIMMEE, FLORIDA
Owner

BY: _____
Signature

TITLE: _____

DATE: _____

BY: _____
Signature

BY: _____

DATE: _____

RE: City of Kissimmee - Toho Trail II
Contract No: G1W42
FPN No: 439084-1-58-01
FAP: D520-058-B
Change Order No. 02

March 10, 2022

Change Order #2 Entitlement Analysis

Issue #01

Description of Issue #01: At Sta.67+20 Rt. and Sta.69+40 Rt. the existing driveway crossings were found to be out of ADA Compliance, exceeding the cross-slope tolerance requirements; the City and EOR submitted a proposed plan for this issue which includes removal and replacement of seventy-seven (77) square yards of six-inch sidewalk and thirty-eight (38) square yards of miscellaneous asphalt (8.28 tons) for transitions to the new ADA compliant sidewalk. The driveway crossings are located at a Church/School with very high traffic volume throughout the day; this requires the Contractor to construct the driveway crossings in multiple phases to allow constant access for buses and vehicles for the Church/School.

Entitlement Analysis for Issue #01: The City requested a proposal for the additional six-inch concrete and additional asphalt. The Contractor responded with a proposal for this work where the City, CEI, and Contractor negotiated the cost, and came to an agreed amount of twenty-five thousand eight hundred thirty-six dollars and seventy-two cents (\$25,836.72).

Engineer's Estimate #01: The contract plans did not initially consider the improvement work for the concrete and asphalt at Sta.67+20 Rt. and Sta.69+40 Rt. Therefore, the contractor is due compensation for the extra cost associated with this work in accordance with the Standard Specifications 4-3.2. The Contractor submitted a quote of twenty-five thousand eight hundred thirty-six dollars and seventy-two cents (\$25,836.72) for all costs associated with the additional work. An engineer's estimate was prepared in accordance with Specification 4-3.2. and the extra work value was calculated to be twenty five thousand eight hundred sixty-four dollars and forty-five cents (\$25,864.45) for this additional work. The Contractor's cost proposal is less than the Engineer's estimate; therefore, the Contractor's price of \$25,836.72 is acceptable.

Engineer's Cost Estimate for Issue #1: \$25,864.45

Contractors Cost Estimate for Issue #1: \$25,836.72

Negotiated Cost for Issue #1: \$25,836.72

Issue #02

Description of Issue #02: The contractor was unable to perform scheduled work on January 25, 2022, January 26, 2022, February 8, 2022, March 8, 2022. due to weather conditions. Four (4) weather days are granted due to the impact on the contractor's controlling items of work. Per the contract specifications, the contractor is due the additional time due to the weather.

Entitlement Analysis for Issue #02: It has been determined that four (4) calendar days meet the criteria established in the FDOT Standard Specification 8-7.3.3 for granting additional contract time due to the effects of inclement weather. Four (4) contract days will be added to the total authorized contract time.

Engineers Estimate #1: There will be no consideration of additional costs due to these inclement weather days. The adjusted contract time will be one hundred thirty-eight days (138).

Engineer's Cost Estimate for Issue #02: \$0.00

Contractor's Cost Estimate for Issue #02: \$0.00

Negotiated Cost for Issue #02: \$0.00

Engineer's Time Analysis

The Contractor requested an additional six (6) days; the City authorized five (5) days to be added to the Contract.

Engineers Estimate of time:

- 2/3/2022 Removed existing asphalt, formed and placed concrete at the first half of the west and east driveways.
- 2/4/2022 Removed forms from the concrete placement and placed asphalt wedges on the first half of each driveway.
- 2/7/2022 Removed existing asphalt on the second half of each driveway and placed forms at each driveway.
- 2/9/2022 Placed concrete on the second half of both driveways.
- 2/10/2022 Removed the forms from the concrete placement and placed asphalt wedges on the second half of each driveway.

Basis for Estimate

The additions have been evaluated using the approved schedule of values, rental rates, estimated man-hours, statewide averages, and the 4-3.2 specification worksheet showing allowable markups.

Federal Aid Eligibility

The added five (5) days for Issue one, one (1) day should be considered eligible, and four (4) days ineligible, the five (5) days are recognized as non-compensable time added to the overall duration per the contract specifications.

The added four (4) weather days for this change order should be considered eligible for Federal Aid Participation, the four (4) days are recognized as non-compensable time added to the overall duration per the contract specifications.

The added work is necessary to ensure the project improvements meet ADA criteria and FDOT Specifications. The added work should be considered eligible for Federal Aid Participation.

- The Fiber in the Bid Alternate (\$999.96) should not be considered eligible for Federal Aid Participation.

Summation

Amount of Change Order for Issue #01:	\$25,836.72
Amount of Time added for Issue #01:	5 Days
Amount of the Bid Alternate	(\$999.96)

Amount of Change Order for Issue #02:	\$0.00
Amount of Time added for Issue #02:	4 Days

Total Change Order Amount: **\$25,836.72**

Total Time Added: **9 Days**

Randal Stagg

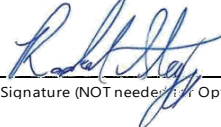
Randal Stagg, Project Administrator
DRMP, Inc.

rstaggs@DRMP.com

Cell: 407-912-0259

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

X 
Option 1 Signature (NOT needed for Option...)

CONTRACTOR

Schuller Contractors Inc.

1) LABOR AND BURDEN	\$	1,481.63
2) MATERIALS AND SUPPLIES	\$	18,626.63
3) EQUIPMENT	\$	1,904.04
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	3,852.15
	\$	<u>25,864.45</u>

SUB-CONTRACTOR 1

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	<u>-</u>

SUB-CONTRACTOR 2

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	<u>-</u>

SUB-CONTRACTOR 3

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	<u>-</u>

SUB-CONTRACTOR 4

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	<u>-</u>

SUB-CONTRACTOR 5

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	<u>-</u>

SUB-CONTRACTOR 6

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	<u>-</u>

SUB-CONTRACTOR 7

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				
4) INDIRECT COST, EXPENSES, AND PROFIT					\$ -
					\$ -

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

SUB-CONTRACTOR 8

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 9

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

SUB-CONTRACTOR 10

1) LABOR AND BURDEN	\$	-
2) MATERIALS AND SUPPLIES	\$	-
3) EQUIPMENT	\$	-
4) INDIRECT COST, EXPENSES, AND PROFIT	\$	-
	\$	-

TOTAL COST OF INCREASE, DECREASE OR ALTERATION IN THE WORK	\$	25,864.45
---	-----------	------------------

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

CONTRACTOR: Schuller Contractors Inc.

1) LABOR AND BURDEN

LABOR	TIME	UNIT	RATE	BURDEN (%)	LABOR plus BURDEN SUB-TOTAL
Foreman	10.00	HR	\$ 29.75	35.00%	\$ 401.63
Laborer	10.00	HR	\$ 15.00	35.00%	\$ 202.50
Laborer	10.00	HR	\$ 15.00	35.00%	\$ 202.50
Laborer	10.00	HR	\$ 15.00	35.00%	\$ 202.50
Laborer	10.00	HR	\$ 15.00	35.00%	\$ 202.50
Operator	10.00	HR	\$ 20.00	35.00%	\$ 270.00
Row Control					

TOTAL LABOR AND BURDEN \$ 1,481.63

2) MATERIALS AND SUPPLIES

MATERIAL	QTY.	UNIT	RATE	SUB-TOTAL
120-1 Regular Excavation	13.880	CU	\$ 15.00	\$ 208.20
522-1 Concrete Sidewalk 6"W/Alt	83.330	SY	\$ 73.00	\$ 6,083.09
339-1 Misc. Asphalt Pavement	8.280	TN	\$ 1,200.00	\$ 9,936.00
Material Dump Fee	1.000	EA	\$ 120.00	\$ 120.00
Maintenance of Traffic	6.000	ED	\$ 36.67	\$ 220.02
Bond	1.000	EA	\$ 602.58	\$ 602.58
Insurance	1.000	EA	\$ 1,456.74	\$ 1,456.74
Row Control				

TOTAL MATERIALS AND SUPPLIES \$ 18,626.63

3) EQUIPMENT

EQUIPMENT	OPERATING		STAND-BY / IDLE		SUB-TOTAL
	FHWA Rate w/ Adjustments	HRS	Standby Rate	HRS	
1/2 Ton Pickup Truck	\$ 18.00	20.00			\$ 360.00
Dump Truck	\$ 92.65	10.00			\$ 926.50
Concrete Saw	\$ 24.41	10.00			\$ 244.10
Caterpillar 305E Excavator	\$ 31.12	12.00			\$ 373.44
Row Control					

TOTAL EQUIPMENT \$ 1,904.04

4) INDIRECT COST, EXPENSES, AND PROFIT (1) or (2), whichever is greater:

- a) 17.5% of the sum of (1), (2), & (3) above: \$ 3,852.15
1. BOND: For any additional bond for the additional or unforeseen work, the Contractor shall
2. SUBCONTRACTOR MARKUP:
- | | | | |
|------------------------------------|----|---|--------------------|
| Subcontractor Cost for Extra Work: | \$ | - | |
| First \$50,000 | \$ | - | \$ - |
| Over \$50,000 | \$ | - | \$ - |
| | | | <u>\$ 3,852.15</u> |
- b) Average overhead per day = Ds:

As = Original Contract Amount minus Original Subcontract Amount(s)*
B = Original Contract Time

CONTRACTOR INFORMATION

FIN#:	439084-1-58-01	Contract #:	G1W42	Fed Proj. #:	D520-058 B
Point of Contact (Name/Phone #):	Randal Stagg/407-912-0259				
Email Address:	Rstagg@drmp.com				
Estimate Prepared By:	Randal Stagg				
Company:	DRMP				

C = 8%			
Ds =	As x C	\$	-
	B		

Calendar days of entitlement that are in excess of the first 10 cumulative	
	\$ -

TOTAL INDIRECT COST, EXPENSES, AND PROFIT \$ 3,852.15

* Deduct Original Subcontract Amount(s) of subcontractor(s) performing the work.

NOTE: If there is no subcontracted work, use the Original Contract Amount.

Schuller Contractors Inc.

CHANGE ORDER # 2					
PROJECT DATA:		Toho Valencia Trail II 67+00 RT and 69+20 RT City of Kissimmee Install concrete trail across driveways and install asphalt transitions for church crossing. Add additional 6 contract days.		PROJECT NO.: 439084-1	
NAME:				DATE: 03/01/22	
LOCATION:					
OWNER:					
DESCRIPTION:		STATION NO.			
PRICING INFORMATION					
1. DIRECT LABOR (includes 35% Burden)					
Labor for Clearing and Grubbing		Labor	HOURS	RATE	COST
		Foreman	10	\$29.75	\$297.50
		Operator	10	\$20.00	\$200.00
		Laborer	10	\$15.00	\$150.00
		Laborer	10	\$15.00	\$150.00
		Laborer	10	\$15.00	\$150.00
		Laborer	10	\$15.00	\$150.00
				35% Burden:	\$384.13
		Total		Subtotal (1)	\$1,481.63
2. MATERIALS					
		DESCRIPTION	QUANTITY	UNIT PRICE	COST
					\$0.00
			0	\$0.00	\$0.00
			0	\$0.00	\$0.00
				Subtotal (2)	\$0.00
3. EQUIPMENT					
Blue book Rental rates:		Day			
		PC 50	2	\$369.00	\$738.00
		WA 200	2	\$751.00	\$1,502.00
			0	\$0.00	\$0.00
				Subtotal (3)	\$2,240.00
4. SUBCONTRACTOR					
		Description of Work		Cost	
		ARA Trucking		\$220.00	
				Subtotal (4)	\$220.00
5. MISCELLANEOUS					
Contract Line items:		Description of Work		COST	
		120-1 Regular Excavation = 13.88 CY		\$208.20	
		522-2 Concrete Sidewalk / Driveways 6" = 83.33 SY		\$5,583.11	
		522-2 Alternate - add fiber to 6" concrete		\$999.96	
		339-1 Misc. Asphalt Pavement = 8.28 tons		\$9,936.00	
		Mid FL materials - Dump Fee		\$120.00	
				Subtotal (5)	\$16,847.27
6. Maintenance of Traffic					
		Description of Work		COST	
		Maintenance of Traffic per day \$36.67 per day x 6 Days		\$220.02	
				Subtotal (6)	\$220.02
6. FEE STRUCTURE					
		Total Cost	COST	PERCENT	FEE
1. Direct Labor:			\$1,481.63	10.00%	\$148.16
2. Material			\$0.00	10.00%	\$0.00
3. Equipment			\$2,240.00	10.00%	\$224.00
4. Subcontractors			\$220.00	7.50%	\$16.50
5. Miscellaneous			\$16,847.27	15.00%	\$2,527.09
6. Maintenance of Traffic			\$220.02	10.00%	\$22.00
7. Bond		2.97% of the total cost	\$20,788.90	2.97%	\$617.43
8. Insurance		7.18% of total Cost	\$20,788.90	7.18%	\$1,492.64
Additional Days: 6					
				Subtotal (5)	\$5,047.83
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):				TOTAL	\$25,836.72
Signed: <u>Jonathan Jasiewicz</u> Title: <u>President</u> Date: <u>03/01/22</u> Contractor: <u>Schuller Contractors Incorporated</u>					

ARA Contracting & Hauling

INVOICE

PO Box 560577
Orlando, FL 32856
Phone (407) 702-7712 Fax (321) 424-5333

DATE: February 21, 2022
INVOICE # 19847

Bill To: Schuller Contractors

Ship To: 1450 US 192

8046A Presidents Drive
Orlando, FL 32809
ATTN:

Per Load

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2/21/22 Hauling off trash To: Mid Florida	\$ 220.00	\$ 220.00
1	2/21/22 Hauling sand From: Mid Florida	\$ 100.00	\$ 100.00
18	2/21/22 Purchasing and delivering sand	\$ 12.00	\$ 216.00
2	2/21/22 Hourly Trucking	\$ 55.00	\$ 110.00
13	2/21/22 Hauling off concrete	\$ 125.00	\$ 1,625.00
			\$ -
			\$ -

SUBTOTAL	\$ 2,271.00
TAX RATE	
SALES TAX	-
SHIPPING & HANDLING	
TOTAL	\$ 2,271.00

Make all checks payable to **ARA Contracting & Hauling**
If you have any questions concerning this invoice, contact Alexander Alonso

THANK YOU FOR YOUR BUSINESS!

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
04/18
Page 1 of 3

Date: 02/08/2022	Contract ID: G1W42	Financial Project ID: 439084-1-58-01	Inspector: Wylbur Garcia
---------------------	-----------------------	---	-----------------------------

High Temp: 57	AM Conditions:	PM Conditions:
Low Temp: 47	Cloudy/Rain	Rain

Remarks			
General: Schuller Contractors Inc. - 7:00AM to 1:30PM Contractor compacted and formed for new sidewalk from station 61+29 to station 62+40 RT of B/L. Performed clean-up through-out project. NOTE: Rain from 12:00PM to 3:30PM affected production. Weather day is recommended.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:	Day of Week: Tuesday	Contract Day: 72	Total Days: 120
Visitors: None			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Schuller	Supt			Foreman	1	6	Skilled	1	6
		Semi skilled			Common	2	6	Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Crew Truck with Trailer	1	1	6
1		Komatsu Loader	1	1	6
1		Komatsu Excavator	1	1	6
1		Bobcat Excavator	1	1	6

Date: 02/08/2022	Contract ID: G1W42
---------------------	-----------------------

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Clearing and Grubbing	☐	☐	☒	☐
Swale Grading	☐	☐	☒	☐
Sidewalk	☐	☐	☒	☐
Pipe Installation	☐	☐	☒	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
<i>Wyllbur Garcia</i> Inspector	FROM: 11:00AM	TO: 3:30PM	4

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
Randal Stagg, PA RS	DATE: 02/08/2022

DISTRIBUTION: Project Engineer
Contractor (as requested)

Date: 02/08/2022	Contract ID: G1W42	Financial Project ID: 439084-1-58-01	Inspector: Wylbur Garcia
---------------------	-----------------------	---	-----------------------------

Remarks	
General:	
Maintenance of Traffic:	
Erosion Control:	

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
04/18
Page 1 of 3

Date: 01/25/2022	Contract ID: G1W42	Financial Project ID: 439084-1-58-01	Inspector: Wylbur Garcia
---------------------	-----------------------	---	-----------------------------

High Temp: 53	AM Conditions:	PM Conditions:
Low Temp: 51	Rainy	Rainy

Remarks			
General: Schuller Contractors Inc. - 7:00AM to 3:30PM Contractor excavated and removed existing MES and pipe at station 32+50 LT of B/L. Placed 13 LF of Elliptical RCP and Structure S-9 at station 32+50 LT of B/L. Backfilled and compacted pipe and structure. NOTE: Rain through-out the day affected production. Weather day is recommended.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:	Day of Week: Tuesday	Contract Day: 58	Total Days: 120
Visitors: None			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Schuller	Supt			Foreman	1	8	Skilled	1	8
		Semi skilled			Common	3	8	Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Crew Truck with Trailer	1	1	8
1		Komatsu Loader	1	1	8
1		Komatsu Excavator	1	1	8
1		Bobcat Excavator	1	1	8

Date: 01/25/2022	Contract ID: G1W42
---------------------	-----------------------

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1	15	430-175-218	Sta. 32+50			13	LF

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Clearing and Grubbing	☐	☐	☒	☐
Swale Grading	☐	☐	☒	☐
Sidewalk	☐	☐	☒	☐
Pipe Installation	☐	☐	☒	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
<i>Wyllbur Garcia</i> Inspector	FROM: 7:00AM	TO: 3:30PM	8

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
Randal Stagg, PA RS	DATE: 01/25/2022

DISTRIBUTION: Project Engineer
Contractor (as requested)

Inspector:
Wylbur Garcia

Erosion Control:
No Issues Observed

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
04/18
Page 1 of 3

Date: 01/26/2022	Contract ID: G1W42	Financial Project ID: 439084-1-58-01	Inspector: Wylbur Garcia
---------------------	-----------------------	---	-----------------------------

High Temp: 65	AM Conditions:	PM Conditions:
Low Temp: 59	Rainy	Rainy

Remarks			
General: Schuller Contractors Inc. - 7:00AM to 3:30PM Contractor fixed and added mud around pipe and structure S-9 at station 32+50 LT of B/L. Performed clearing and grubbing from station 30+50 to station 32+50 LT of B/L. Graded and formed for concrete sidewalk from station 30+50 to station 32+50 LT of B/L. Removed concrete pole on Denn John Lane station 32+60 LT of B/L. NOTE: Rain through-out the day affected production. Weather day is recommended.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Wednesday	Contract Day: 59
Visitors: None			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Schuller	Supt			Foreman	1	8	Skilled	1	8
		Semi skilled			Common	5	8	Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Crew Truck with Trailer	1	1	8
1		Komatsu Loader	1	1	8
1		Komatsu Excavator	1	1	8
1		Bobcat Excavator	1	1	8

Date: 01/26/2022	Contract ID: G1W42
---------------------	-----------------------

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Clearing and Grubbing	☐	☐	☒	☐
Swale Grading	☐	☐	☒	☐
Sidewalk	☐	☐	☒	☐
Pipe Installation	☐	☐	☒	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
<i>Wyllbur Garcia</i> Inspector	FROM: 9:00AM	TO: 3:30PM	6

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
Randal Stagg, PA RS	DATE: 01/26/2022

DISTRIBUTION: Project Engineer
Contractor (as requested)

Date: 01/26/2022	Contract ID: G1W42	Financial Project ID: 439084-1-58-01	Inspector: Wylbur Garcia
---------------------	-----------------------	---	-----------------------------

Remarks	
General:	
Maintenance of Traffic:	
MOT placed according to Index 611 and 612.	
Erosion Control:	
No Issues Observed	

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
04/18
Page 1 of 3

Date: 03/08/2022	Contract ID: G1W42	Financial Project ID: 439084-1-58-01	Inspector: Wylbur Garcia
---------------------	-----------------------	---	-----------------------------

High Temp: 85	AM Conditions:	PM Conditions:
Low Temp: 69	Cloudy/Rain	Clear/Rain

Remarks			
General: Schuller Contractors Inc. - 7:00AM to 3:30PM Contractor continued grading and forming for new sidewalk from station 73+75 to station 75+40 RT of B/L. Placed 55 LF of 10 foot 6" concrete sidewalk from station 69+40 to station 69+90 LT of Denn John B/L. NOTE: Recovery Day recommended - Heavy Rain last night affected pursuit of controlling items.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Tuesday	Contract Day: 100
Visitors: None			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Schuller	Supt			Foreman	1	8	Skilled	1	8
		Semi skilled			Common	2	8	Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1		Crew Truck with Trailer	1	1	8
1		Komatsu Loader	1	1	8
1		Komatsu Excavator	1	1	8
1		Bobcat Excavator	1	1	8

Date: 03/08/2022	Contract ID: G1W42
---------------------	-----------------------

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1	20	522-1	sta. 69+40 to sta. 69+90			61	SY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Clearing and Grubbing	☒	☐	☐	☐
Swale Grading	☒	☐	☐	☐
Sidewalk	☒	☐	☐	☐
Pipe Installation	☒	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
<i>Wyllbur Garcia</i> Inspector	FROM: 11:00AM	TO: 3:30PM	4

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
Randal Stagg, PA RS	DATE: 03/08/2022

DISTRIBUTION: Project Engineer
Contractor (as requested)

Inspector:
Wylbur Garcia

Erosion Control:
No Issues Observed

[illegible]

Victor Aponte

From: Jones, Chris <Chris.Jones@dot.state.fl.us>
Sent: Thursday, March 17, 2022 8:36 AM
To: Victor Aponte
Cc: D5-Construction Special Projects; Robert Masiku
Subject: FW: 439084-1-58-01 Toho Valencia Trail II - Change Order #2
Attachments: Change Order #02R2.pdf

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Victor,

The Department concurs with change order #2, as attached, adding an additional \$25,836.72 and 9 days to the contract. \$24,836.76 and 4 days are Federal Aid eligible, \$999.96 and 5 days are Federal Aid ineligible. Please upload an executed copy of CO #2 to LAPIT.

Thank you,

Chris Jones -CDM Smith
Florida Department of Transportation
D-5 Special Projects
719 S Woodland Blvd
Deland, Florida 32720
Email: D5-ConstructionSpecialProjects@dot.state.fl.us
Email: Chris.jones@dot.state.fl.us
Office: (386) 943-5385
Cell: (407) 286-9132
[D5 Special Projects Guide](#)

From: Victor Aponte <VICTOR.APONTE@kissimmee.gov>
Sent: Wednesday, March 16, 2022 3:51 PM
To: Jones, Chris <Chris.Jones@dot.state.fl.us>
Cc: D5-Construction Special Projects <D5-ConstructionSpecialProjects@dot.state.fl.us>; Robert Masiku <ROBERT.MASIKU@kissimmee.gov>; Stagg, Randy <rstagg@drmp.com>
Subject: RE: 439084-1-58-01 Toho Valencia Trail II - Change Order #2

Good afternoon Chris –

As requested, find attached revised Change Order No. 2 for the Department review and approval.

It's still the City intention to add Change Order No. 1 & Change Order #2 to our April 5, 2022, Commissions meeting.

Let me know if any questions.

City Clerk's Office Processing Form

RECEIVED BY
CITY OF KISSIMMEE

SEP 29 2021

CITY CLERK'S OFFICE

Do not write in this box.

Date: 9/28/2021

Requestor's Name: Victor Aponte Department: PW&E

Phone/Extension: x2278

Type of Document: City of Kissimmee Toho-Valencia Trail Contract

Project Name: BID AWARD FOR THE CONSTRUCTION OF THE TOHO - VALENCIA COLLEGE TRAIL II PROJECT, FPN: 439084-1-58-01

Number of Originals/Copies: 2

Requested Processing: (Please check all that apply) 7.I.

☒ Agenda Date: 10/5/2021 Item # 2021-2306 7.I (i.e. # 2019-1102)

☒ Sign and Return – (please circle) CA / CM / Mayor / City Clerk / Notary

☐ Recording with Clerk of the Courts

☐ Vault Retention

☐ Laserfiche Scan and Retain

Comments:

Return document to: PW&E Victor Aponte
(Department) (Staff)

Number of originals/copies to be returned: 2

----- To be completed by the Clerk's Office -----

Processed by: Jarman Kingston Date: 10/6/2021

☒ Complete; no additional action necessary. ☒ Joylitz

☐ Please returned fully executed original to the City Clerk for scanning. Thanks.

CONTRACT

CITY OF KISSIMMEE TOHO-VALENCIA TRAIL II

This Contract, entered into this 5th day of October, 2021, by and between the City of Kissimmee, Florida, a Municipal Corporation of the State of Florida hereinafter called the Owner, and Schuller Contractors Incorporated, hereinafter called the Contractor.

Witnesseth: That the Owner agrees with the Contractor, as follows:

1. The Contract shall consist of the following, all of which are hereby made a binding part hereof.
 - (a) Advertisement for Bids
 - (b) Instructions to Bidders
 - (c) General Conditions and Special Provisions
 - (d) LAP Division I Specifications
 - (e) Specifications Package
 - (f) Construction Plans Titled: TOHO-Valencia Trail II
 - (g) Specifications and Addenda Nos. 1 and 2
 - (h) Bid Summary
 - (i) Contract
 - (j) FDOT Standard Specifications for Road & Bridge Construction, January 2021
 - (k) Public Construction Bond
 - (l) Appendix A and B
2. The Contractor agrees to furnish all materials and perform all work to complete the construction of the TOHO-Valencia Trail II, as set forth in the component parts of the Contract hereinbefore described, and to the satisfaction of the Owner or his duly authorized representative.
3. Contractor agrees to commence the work to be done under this contract on the date to be specified in the NOTICE TO PROCEED and agrees to complete said work the identified calendar days from and after said date as submitted in the bid. This is a ONE NOTICE TO PROCEED contract.
4. The Owner agrees to pay the Contractor for the faithful performance under this Contract, subject to any additions and deductions as herein provided, the approximate amount of Three hundred twenty thousand seven hundred eighteen and 84/100 Dollars (\$ 320,718.84) based on the estimated quantities and unit or lump sum prices contained herein.
5. Liquidated damages for any failure of the Contractor to complete the Contract work within the Contract time will be assessed in amounts presented in the Liquidated damages section of the LAP Division I Specifications.

6. The contract time is 120 calendar days following issuance of the Notice to Proceed as specified in the SPECIAL PROVISIONS.

7. Time is of the Essence.

8. Insurance Provisions: The successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance with the contract.

A) Workers' Compensation: The Contractor will provide Workers' Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all their employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

B) Comprehensive General Liability: The Contractor will provide all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

C) Comprehensive Automobile Liability: The Contractor will provide for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

D) The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

Insurance Company Name:	HUB International Limited
Address	1560 Orange Avenue, Suite 750, Winter Park, FL 32789
Telephone Number	321-397-5844

Certificates of Insurance acceptable to the Owner shall be filed with the Owner upon executing the contract. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. The Contractor shall provide to the Department certificates showing the

required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement.

9. Indemnification. To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the City of Kissimmee and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

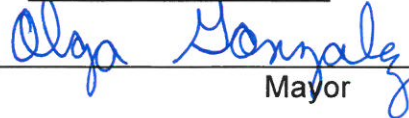
The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the City of Kissimmee for the negligent acts or omissions of City of Kissimmee, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

10. Attorney Fees, Venue, Jury Trial: Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

11. The Parties agree to comply with s.20.055(5) Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF the Parties hereto have executed this Contract in FOUR counterparts, each of which shall be, without proof or accounting for the other counterparts, deemed an original Contract.

CITY: CITY OF KISSIMMEE

BY: 
Mayor

ATTEST:



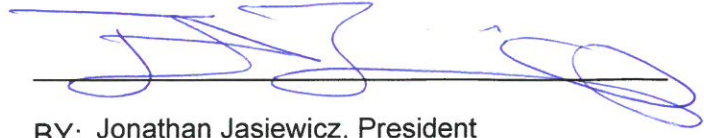
City Clerk
(SEAL)

CONSTRUCTION COMPANY;

ATTEST:



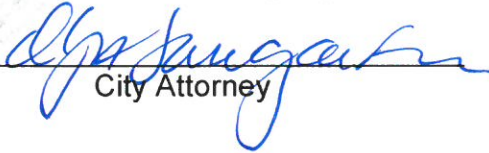
Patricia H. Lockhart, VP/Corporate Secretary



BY: Jonathan Jasiewicz, President

(SEAL)

Approved as to Form and Legality:

BY: 
_____ City Attorney

ITEM 7.I

State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement between City of Kissimmee, Habitat for Humanity of Greater Orlando and Osceola County, and Lucy Rodrigues

Request

Approval to execute the State Housing Initiatives Partnership (SHIP) Rehabilitation Certification and Agreement between the City of Kissimmee, Lucy Rodrigues, and Habitat for Humanity of Greater Orlando and Osceola County, Inc. in the amount of \$95,985.60 for the rehabilitation of 110 N. Palm Avenue.

Explanation

The homeowner of the property located at 110 N. Palm Street, Lucy Rodrigues, has been qualified and meets all of the requirements of the City's Owner Occupied Rehabilitation Program. The approved general contractor for the City's program, Habitat for Humanity of Greater Orlando and Osceola County (Habitat), has provided a quote of \$95,985.60 to complete the rehabilitation work needed on the property, which includes \$1,500 to cover the closing costs. After completion of the rehabilitation, the mortgage and the note will be modified to reflect changes in the funding amount in the event costs change during construction.

Per the program's guidelines, the assistance will be provided in the form of a forgivable deferred loan with a term of 30 years as long as the homeowner does not default on the conditions of the loan. Default on the loan during the 30 years will occur if: (1) the property goes into foreclosure; (2) death of all recipients on the mortgage; (3) rental property; (4) sale of the property prior to the thirty (30) year anniversary of closing; or, (5) cash equity is taken out within the thirty (30) year loan term. The thirty (30) year loan term is a result of the rehab dollar amount being over \$75,000.

This rehabilitation project is being funded by the City's State Housing Initiatives Partnership (SHIP) program.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225108-508282	11221	Decrease	384,416	95,985.60

Financial Summary:

There is no fiscal impact to the General Fund since this is a grant-funded project.

Recommendation

Staff recommends approval to execute the State Housing Initiatives Partnership (SHIP) Rehabilitation Certification and Agreement between the City of Kissimmee, Lucy Rodrigues, and City of Kissimmee

Habitat for Humanity of Greater Orlando and Osceola County, Inc. in the amount of \$95,985.60 for the rehabilitation of 110 N. Palm Avenue and related closing costs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Signed Owner Occupied Rehabilitation Agreement_110 N Palm Avenue

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER OCCUPIED REHABILITATION AGREEMENT**

THIS AGREEMENT is made the 23 day of MARCH, 2022 between **Lucy Rodrigues**, a single person, residing at 110 N. Palm Avenue, Kissimmee, Florida 34741, (the "**OWNER**"), and Habitat for Humanity of Greater Orlando and Osceola County, Inc., a Florida corporation whose address is 4116 Silver Star Road, Orlando, FL 32808 ("**HABITAT**") and the City of Kissimmee, a Florida municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741, (the "**CITY**.")

WITNESSETH:

WHEREAS, CITY adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state, and local funding programs to make affordable housing available to very low income and low income residents of the **CITY**; and

WHEREAS, CITY can provide a grant to qualified homeowners to make particular home repairs; and

WHEREAS, OWNER applied for financial assistance for the substantial rehabilitation of her primary residence through the SHIP Program, administered by the **CITY**; and

WHEREAS, OWNER desires to engage **HABITAT** to perform certain work at **110 N. Palm Avenue, Kissimmee, Florida 34741** (the "Project Address"); and

WHEREAS, OWNER desires to utilize all services provided by the **CITY** of Kissimmee, in connection with said Project; and

WHEREAS, so far as this Agreement is concerned, the "**CITY**" shall mean the **CITY** of Kissimmee, acting through the Housing & Community Development Division.

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: **OWNER** hereby engages **HABITAT** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **HABITAT** shall provide and pay for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. Further responsibilities associated with the Project are elaborated in the Scope of Work, attached hereto, and incorporated herein as Exhibit "A". The parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

Habitat, the **OWNER**, and **CITY** agree to:

1. Scope of Work – Exhibit "A"

The **OWNER**, and **CITY** agree to:

2. Mortgage Deed – Exhibit "B"
3. Promissory Note – Exhibit "C"

Section 3. Certification: **OWNER** hereby certifies that she received, read, and understands the rehabilitation contract terms, the scope of work, the rehabilitation and construction process, and the services to be offered and performed on the subject property.

Section 4. OWNER Responsibilities:

a. The **OWNER** shall grant access to her property during normal business hours to all parties involved in the rehabilitation process, including **HABITAT**, anyone hired by **HABITAT** to perform services, and the **CITY**. **HABITAT** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER** is required to move out of the property and remove all personal items and pets in or associated with the location site throughout the duration of construction and until **HABITAT** deems the property safe

for occupancy. Failure to allow **HABITAT** access may result in termination of this Agreement and require repayment by the **OWNER** of all funds advanced to **HABITAT** on the **OWNER's** behalf and any additional damages **HABITAT** seeks from the **OWNER** and/or the **CITY**.

b. Owner shall provide **HABITAT** the use of power and water as needed to complete the repairs at no cost to **HABITAT** or **CITY**.

c. **OWNER** shall be responsible for moving all personal possessions from the areas where work will be completed at minimum 48 hours prior to work commencing. Work will not commence until all personal property, inhabitants and vehicles have been removed from the property. Neither **HABITAT** nor the **CITY** shall be responsible for any damage caused to **OWNER's** personal property resulting from **OWNER's** failure of removing it from the construction area. **HABITAT** shall provide **OWNER** with a portable onsite storage container for safekeeping of belongings during construction. **CITY** and **HABITAT** are not responsible for any damage that may occur to **OWNER's** personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the property, **OWNER** shall participate in a walk-through with a representative from the **CITY** and **HABITAT** to determine:

1. Final assessment of work that will be done at the residence;
2. Contractor's work schedule at the residence;
3. Specifications, materials, and methods that will be used to perform the work; and
4. Removal of debris and surplus material from the property.

e. Owner shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by F.S. Ch. 713.13 before any work under this Agreement commences.

f. Owner shall cooperate with **CITY** and **HABITAT** to achieve the goals and objectives set out in this Agreement.

Section 5. CITY Responsibilities:

a. **CITY's** duties under this Agreement are limited to approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to **HABITAT** for the agreed upon repairs.

b. **CITY** represents that as of the date of this Agreement it has available, sufficient SHIP funds to make payment for the repair work in the actual amount invoiced up to but not exceed **NINETY FOUR THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS AND 60/100 CENTS (\$94,485.60)** and that it will retain said funds to pay for the agreed upon repair to **OWNER'S** principal residence. **HABITAT will be paid directly by the CITY for the completed work.**

c. **CITY** shall not be responsible for any cost overruns in excess of the **NINETY FOUR THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS AND 60/100 CENTS (\$94,485.60)** stated in subsection (b) above or for any work not expressly approved by **CITY** as set forth in Exhibit "A".

d. The **CITY** shall charge the **OWNER** an additional **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$1,500.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed.

e. **CITY** shall cooperate with **OWNER** to achieve the goals and objectives set forth in Exhibit "A".

f. If work can not be completed by September 2, 2022, City will seek an extension for the use of the funds from the Florida Housing Finance Corporation and, if granted, an amendment to this Agreement will be initiated and submitted to City Commission for approval.

Section 6. HABITAT'S Responsibilities:

a. **HABITAT** agrees to protect, defend, and indemnify the **OWNER** from any claims for work, labor, or materials with respect to the **HABITAT's** performance. Final payment shall not be due until **HABITAT** has delivered to **CITY** a complete release of all liens or a conditional release indicating balances owed and indemnifying the **CITY** from any further claims by any person for work completed, arising from, or related to, the **HABITAT's** performance.

b. **Work and Completion Time:** **HABITAT** agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain all applicable licenses, providing for the exclusion applicable to **HABITAT** pursuant to Fla. Stat. § 489.103(18), and co-ordinate other services for the proper rehabilitation of the Project Address. All work shall be satisfactorily completed after the Notice to Proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The estimated completion date for this project is on or about September 2, 2022, or approximately 150 days from the issuance of the first **CITY** permit.

c. Time of Commencement: **HABITAT shall not commence any work** until the **CITY** issues the written Notice to Proceed. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.

d. Contractor's Insurance: **HABITAT** shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the **HABITAT's** fault or negligence in connection with this Agreement. **HABITAT** shall, prior to commencing work, furnish evidence to the **CITY** of required comprehensive liability insurance in an amount not less than \$1,000,000.00 **CITY** as an additional insured.

e. Subcontracts: All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve **HABITAT** from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and **HABITAT** shall not be released from any responsibility resulting from all sub-contractual agreements between **HABITAT** and a third party for completion of the work. **HABITAT** shall be required to furnish to **OWNER** and **CITY**, in writing, a list of names of all subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

f. **HABITAT** shall conduct, supervise, and direct the work using **HABITAT's** best skills and attention without interruption or interference.

g. **HABITAT** shall provide **OWNER** and **CITY** with evidence that **HABITAT** has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate local building inspectors.

h. **HABITAT** shall not employ any unfit or underage person or anyone not skilled in the task assigned to them.

i. **HABITAT** shall not assign this Agreement without the express written consent of the **OWNER** and **CITY**.

j. **HABITAT** shall be responsible for the acts and omissions of its contractors and employees, and all subcontractors, their agents and employees, and all other persons performing any of the work on the above described Project under this Agreement or as provided for in any approved change order.

k. **HABITAT** shall keep the premises free from the accumulation of waste materials or rubbish caused by **HABITAT's** work on a daily basis. All waste materials and debris from the rehabilitation shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **HABITAT** shall permit the appropriate **CITY** employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **HABITAT** shall be liable for any inspection or re-inspection fees.

n. **HABITAT** shall obtain the **OWNER's** approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **HABITAT** shall be of a neutral color.

Section 7. Subcontracting: **HABITAT** shall not be required to employ any subcontractors against whom it has a reasonable objection. **HABITAT** agrees that it is as fully responsible to **OWNER** for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the **OWNER** or the **CITY**.

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **HABITAT** agrees as follows: (1) **HABITAT** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or sexual orientation. **HABITAT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **HABITAT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **CITY** setting forth the provisions of this nondiscrimination clause; (2) **HABITAT** will, in all solicitations or advertisements for employees placed by or on behalf of **HABITAT**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or sexual orientation; (3) In the event of **HABITAT's** noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **HABITAT** may be declared ineligible for further contract with the **CITY** 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 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **HABITAT** is estimated to be completed by **September 2, 2022**. If **HABITAT** refuses or fails to perform the work or the **CITY** may, by written notice to **HABITAT**, terminate its right to proceed with the remainder of work under Exhibit "A" that has not yet been initiated or completed. In such event, the **OWNER** may take over the work to complete performance of this Agreement. If **HABITAT's** right to proceed is terminated, **OWNER** and **HABITAT** shall defer to the terms of **HABITAT** and **OWNER's** Homeowner Repair Agreement.

Section 10. Changes: It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the parties.

Section 11. Lien On Property. The **OWNER** acknowledges and understands that **CITY** shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the **CITY**, the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within thirty (30) years from the date of executing the mortgage and note, the mortgage shall become due and payable.

Section 12. Mortgage Modification. In the event the final cost of rehabilitation exceeds the mortgage and note, **OWNER** covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the **CITY** and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: **HABITAT** shall submit to **OWNER** and **CITY** proof of payment of all potential liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: The **OWNER** agrees to compensate **HABITAT** the actual amount invoiced up to but not exceeding **NINETY FOUR THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS AND 60/100 CENTS (\$94,485.60)** for the services and materials provided herein, which sum shall be disbursed by **CITY** on behalf of **OWNER**.

Section 15. Methods of Payment: **OWNER** agrees to pay **HABITAT** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by **CITY** and **OWNER**, for contracts of \$5,000 or less.

Option B. - For contracts of more than \$5,000, **HABITAT** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the **CITY** within 20 working days of receipt of an invoice for completed work acceptable to **OWNER** and **CITY**.

Final payment shall be made upon completion of all work to the satisfaction of **OWNER** and **CITY**, receipt of all required releases of liens from **HABITAT**, subcontractors, laborers and materialmen, evidence of the **CITY's** Building Department's approval of work covered by permits, and an invoice from **HABITAT**. All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the Scope of Work and change orders (if applicable). **HABITAT** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: **CITY** shall, within a reasonable time, make decisions on all claims of **OWNER** or **HABITAT** and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. **CITY's** decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **HABITAT** shall be executed as indicated by the specifications, floor plans, and drawings in the most sound and workmanlike manner. All work shall be performed in accordance with applicable local codes. All materials shall be new unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER**, **HABITAT** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **HABITAT** shall rebuild, repair, restore

and make good, at its own expense, all injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to **HABITAT** unless specifically retained by **OWNER**.

HABITAT shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Inspection of Work: **CITY** shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **HABITAT** shall give **CITY** timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the **CITY** shall promptly notify the other authority. If any work should be covered without approval or consent of the **CITY**, it must, if required by **CITY**, be uncovered for examination at **HABITAT**'s expense. If such work should be found not in accordance with this Agreement, including incorporated plans and specifications, **HABITAT** shall make the necessary corrections. If **OWNER** deems it inexpedient to require **HABITAT** to correct work hampered or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or **CITY** may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, or failure of **HABITAT** to make proper payment to its subcontractors or for materials and labor.

Section 19. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **HABITAT** of liability in respect to any express warranties or responsibility for faulty materials or workmanship provided that the term of performance of this Agreement is not extended. **HABITAT** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified. Final acceptance of the work shall start from the date of acceptance by **OWNER** and **CITY**.

Section 20. Non-liability of the CITY: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the project address, shall be subordinate and inferior to any rehabilitation lien of the **CITY**. The **CITY** shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against **OWNER** or against the property; and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between **CITY** and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** is not, and shall not be, the agent of the **CITY** for any purpose; nor shall **CITY** be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no Party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a Party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against **CITY**, or be entitled to the protection of any of the covenants herein contained, although such Parties hereto shall be construed to create a partnership or joint venture between **OWNER** and **CITY** with respect to the funding provided by the **CITY**.

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of **CITY** (except for any lien in favor of the **CITY** and all advances made and to be made hereunder), except for those permissible conveyances made with the consent of the **CITY**, nor shall the **OWNER** assign any rights under this Agreement or any advance or portion of any advance to be made hereunder without **CITY**'s prior written consent.

The authority herein conferred upon **CITY** and any action taken by **CITY** or **CITY**'s agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by **CITY** and its agents or employees for its own protection only, and neither **CITY** nor its agents or employees shall be deemed to have assumed any responsibility to **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, **OWNER** hereby agrees to protect, indemnify, defend and hold harmless **CITY** and its agents and employees from and against any and all liability, expense or damage of any

kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the **CITY**, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the **CITY**, its agents and employees.

Section 21. PUBLIC RECORDS. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**

Section 22. Notice: Notices to be given by **OWNER** or **CITY** to **HABITAT** shall be considered given for the purpose of this Agreement if mailed by regular mail to **HABITAT**.

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. **GOVERNING LAWS AND REGULATIONS.** The following laws and regulations apply to this Project:

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA).
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD).
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822).
- Title X Lead-Based Paint Hazard Reduction Act of 1992.

B. **APPLICABILITY** - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

C. **LEAD BASED PAINT PROHIBITED** - Neither **HABITAT** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. **PROCEDURES** - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. **HABITAT** is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level above 1.0 percent.

E. **TREATMENT** - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

F. **DEFINITIONS**

(i) "Applicable surface." All intact and nonintact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm².

Section 2. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: September 2, 2022

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

BY: _____
Olga Gonzalez, Mayor

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 Olga Gonzalez, as Mayor of the City of Kissimmee, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

Witnesses:

CONTRACTOR:

HABITAT FOR HUMANITY OF GREATER
ORLANDO AND OSCEOLA, INC., a Florida
Corporation

[Signature]
Signature
Lucie Gtinto
Print Name

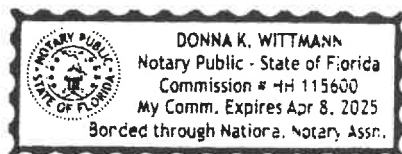
By: C. McManus

[Signature]
Signature
Arciesseli
Print Name

The foregoing instrument was acknowledged before me this 22 day of March, 2022, by means of ☒ physical presence or ☐ online notarization, C. McManus as President & CEO for Habitat for Humanity of Greater Orlando and Osceola County, Inc., who is personally known to me or has produced identification.

Notary Seal:

Notary: Donna K. Wittmann
Print Name: Donna K. Wittmann
My Commission Expires: April 8, 2025



Witnesses:

James DeJesus
Signature

Frances DeJesus
Print Name

Signature

Lucine Brito
Print Name

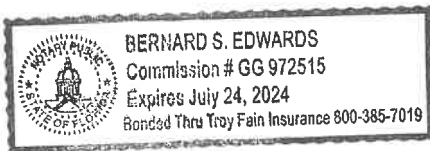
OWNER:

Lucy J. Rodriguez
Lucy Rodriguez

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this 23rd day of March, 2022, by means of ☐ physical presence or ☐ online notarization, by Lucy Rodriguez as _____ for Lucy Rodriguez, who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
Scope of Work

110 N. Palm Ave. Critical Repair Estimate

Cost Code	Description	Qty	Unit Cost	Total Cost
Site Preparation	1. Permits, LBP Testing	1	\$3,000.00	\$3,000.00
	2. Storage pod for homeowner's belongings	1	\$3,000.00	\$3,000.00
	3. Portable toilets for workers' use.	1	\$1,000.00	\$1,000.00
	4. Demolition of flooring, wall tile, and bathroom for plumbing replacement, a select demo of walls for electrical	1	\$3,000.00	\$3,000.00
	5. Cost for all dumpsters required for the project.	5	\$500.00	\$2,500.00
	6. Temp power for the job, includes usage.	1	\$300.00	\$300.00
Accessibility	1. Metal handrail installed from front column to front door for accessibility.	1	\$500.00	\$500.00
	2. Install a metal ramp at the front door for accessibility.	1	\$430.00	\$430.00
	3. Install grab bars outside bathtub in lieu of installing walk in shower	1	\$200.00	\$200.00
Windows/Doors	1. Replace 10 windows with white vinyl single hung, double pane, low-e windows, includes screens.	10	\$550.00	\$5500.00
	2. Replace plywood for existing window unit	1	0.00	0.00
	3. Replace two exterior doors including frames and screen doors. Exterior doors to be 6 panel fiberglass insulated doors with no lites. Peephole installed in front door.	1	\$1,450.00	\$1,450.00
Roofing	1. Removing old roof and replace with new roof using white architectural shingles with ridge vents, drip edge and flashing as required. Includes permitting and dumpster.	1	\$7,000.00	\$7,000.00
Soffit/Fascia	1. Install new aluminum vented soffit and fascia around entire house.	1	\$1,000.00	\$1,000.00
Insulation	1. Install blown in fiberglass R-38 insulation in ceilings.	1	\$800.00	\$800.00
Electrical	1. Complete home rewire. Replace aluminum and cloth-wrapped wires with modern ones.	1	\$15,000.00	\$15,000.00
	2. Replace breaker panel in laundry room with 150 amp Panel with grounding. Replace Meter box with one including a main breaker located on back wall and add metal mast through roof before roof is replaced. Replace main line connecting meter box to breaker panel. Install proper grounding rods			
	3. Remove heater in the living room and disconnect wire to the breaker panel.			
	4. Install round box for mounting ceiling fan in each bedroom and one in living room (3 total). Reinstall existing ceiling fans if functional.			
	5. Install wired smoke detectors: one in each bedroom, one in hallway, one in kitchen and one in living room.			
	6. Replace non-working motion lights			
	7. Check all existing outlets and switches in house. Install additional as needed to meet existing code and include GFCI outlet in bathroom. Make sure kitchen lights have 3 way switch on either end of kitchen.			
	8. Install new sconce in hallway			
Drywall	1. Patch plaster from electrical work	1	\$1,500.00	\$1,500.00
Tile Work	1. Tile & backer board for tub surround	1	\$3,000.00	\$3,000.00
Painting	1. Pressure wash and paint exterior of house.	1	\$900.00	\$900.00
	2. Paint interior of house. Necessary for patching of plaster	1	\$900.00	\$900.00
Appliances	1. New white glass top stove, new white vented microwave/hood above stove	1	\$950.00	\$950.00
HVAC	1. Install three (3) window AC units	1	\$650.00	\$650.00
Plumbing	Replace all supply valves and hose bibs. Shut off valve for main line next to house is buried, reinstall new one above ground. Replace valves for washer. Replace all supply lines with Stainless Steel braided. Install all new drain system to replace cast iron. New vanity.	1	\$14,300.00	\$14,300.00

Base total **\$71,580.00**
20% Contin. **\$14,316.00**
10% Admin **\$8,589.60**
Net Total **\$94,485.60**

LJR
3/23/2022

EXHIBIT "B"
Mortgage Deed

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this 23 day of MARCH 2022, by Lucy Rodrigues, a single person hereinafter "MORTGAGOR", whose current mailing address is 110 N. Palm Avenue, Kissimmee, Florida 34741, in favor of **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

WITNESSETH:

1. That for good and valuable consideration and in particular the sum of NINETY FIVE THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND 60/100 CENTS (\$95,985.60) through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit A (the "Note"), MORTGAGOR hereby grant, bargain, sell, promise, convey and confirm unto MORTGAGEE all of MORTGAGOR'S interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at 110 n. Palm Ave, Kissimmee, Florida 34741, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

East 25. ft of the North ½ of lot 8 and North ½ lots 9 and 10, Block B DELKAY PARK, according to the plat thereof as recorded in Plat Book 1, Page(s) 168, of the Public Records of Osceola County, Florida.

Parcel Identification No: 21-25-29-1280-000B-0080

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues, and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANTS that MORTGAGORS are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGORS hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously approved by MORTGAGEE.

AND MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of said Property in fee simple; that MORTGAGORS have good right and lawful authority to convey said land as aforesaid; that MORTGAGORS will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least THIRTY (30) years from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by

MORTGAGORS as their personal residence and the Property is not refinanced leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the THIRTY (30) years anniversary of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGORS shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGORS fail to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGORS, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGORS provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGORS at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the **CITY** of Kissimmee; **ATTN: CITY Attorney's Office**; 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens.

16. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

WITNESSES:

[Signature]
Signature

Frances De Jesus
Print or Type Name

[Signature]
Signature

Lucine Brito
Print or Type Name

MAKER / MORTGAGOR:

Lucy J. Rodriguez

Lucy J. Rodriguez
Print or Type Name

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 23rd day of March, 2022, by means of ☐ physical presence or ☐ online notarization, by Lucy J. Rodriguez as _____ for Lucy Rodriguez, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: _____
My Commission Expires: _____



(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit "C")

EXHIBIT "C"

PREPARED BY AND RETURN TO:

City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

**DEFERRED PAYMENT PROMISSORY NOTE FOR
SHIP REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida**

PRINCIPAL AMOUNT: NINETY FIVE THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND 60/100 CENTS (\$95,985.60)

DATED DATE: 3/23/22

MATURITY DATE: 9/2/22

MAKERS: Lucy Rodrigues
110 N. Palm Avenue
Kissimmee, Florida 34741

HOLDER: CITY OF KISSIMMEE, FLORIDA
101 Church St.
Kissimmee, Florida 34741

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of HOLDER the sum of NINETY FIVE THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND 60/100 CENTS (\$95,985.60) on 23 MARCH 2022, in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the address of which is 110 N. Palm Avenue, Kissimmee, Florida 34741, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

East 25. ft of the North ½ of lot 8 and North ½ lots 9 and 10, Block B DELKAY PARK, according to the plat thereof as recorded in Plat Book 1868, Page(s) 2173, of the Public Records of Osceola County, Florida.

Parcel Identification No: 21-25-29-1280-000B-0080

3. If MAKERS fully perform, comply with and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Note, for a period of THIRTY (30) YEARS, then this Note and the Mortgage security interest with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions contained herein.

4. If MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within thirty (30) days of the declaration of default.

5. Beginning with year 6, the balance on the loan will be prorated with a deduction of four percent (4%) per year;

6. MAKERS shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:

- (a) Failure of MAKERS to use the Note proceeds for rehabilitation of the Property.
- (b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date or the expiration of the THIRTY (30) YEAR Affordability Period, as defined in the Mortgage Deed.
- (c) Leasing or renting any part of the property within THIRTY (30) YEARS of the date of execution of this Note and the Mortgage securing it.
- (d) Refinancing the property without prior consent from the **CITY**.
- (e) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.
- (f) Failure to pay applicable property taxes on the Property and improvements.
- (g) Failure to maintain adequate hazard insurance on the Property and improvements.
- (h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.
- (i) Failure to comply with the terms of any other mortgage on the Property.

8. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKER.

9. MAKERS waive presentment, demand, protest, and notice of maturity, non-payment, and all other requirements necessary to hold it liable as a MAKER and endorser.

10. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida. Any action shall be heard in the appropriate court of Osceola County.

11. Upon default in payment of the principal when due or any other default under the terms of the Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, MAKER has signed and sealed this document on the day and year first written above.

WITNESSES:

Francis De Jesus
Signature

Francis De Jesus
Print or Type Name

[Signature]
Signature

Lucene G. [Signature]
Print or Type Name

MAKER / MORTGAGOR:

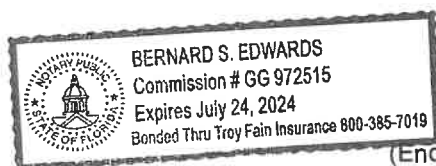
Lucy J. Rodriguez
Signature

Lucy J. Rodriguez
Print or Type Name

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 23rd day of March, 2022, by means of ☐ physical presence or ☐ online notarization, by Lucy J. Rodriguez as _____ for Lucy Rodriguez, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: _____
My Commission Expires: _____

(End of Deferred Payment Promissory Note)

ITEM 7.J

Temporary Easement for Large Scale Active Shooter Exercise

Request

Requesting approval of a temporary easement to allow personnel to participate in a multi-agency, large-scale active shooter exercise on April 15, 2022 in Lake Buena Vista.

Explanation

The Kissimmee Fire Department is requesting approval to participate in a multi-agency, large-scale active-shooter exercise that is being hosted by the Reedy Creek Improvement District. The exercise will be held on April 15, 2022 at the Crossroads of Lake Buena Vista shopping plaza. This exercise is meant to help increase proficiency and preparedness in these ever-increasing situations should the need arise.

The Florida Department of Transportation is providing the location for this exercise but requires any participating agencies to obtain a temporary easement from them as the property owner for liability purposes. This easement has been reviewed and approved by the City Attorney's office.

Recommendation

Staff recommends approval of this temporary easement to allow personnel to participate in a multi-agency, large-scale active-shooter exercise on April 15, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Easement

TEMPORARY EASEMENT

THIS EASEMENT made this 16th day of March, 2022, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, “grantor”, and the **CITY OF KISSIMMEE**, a public corporation and public body corporate and politic of the State of Florida, for the benefit of the Kissimmee Fire Department, “grantee”;

WITNESSETH:

For and in consideration of the sum of One Dollar and other valuable considerations, receipt, and sufficiency of which is hereby acknowledged, the grantor hereby quitclaims to the grantee, a temporary easement for the public purpose use of the following described land in Orange County, Florida, described as follows, viz: Crossroads of Lake Buena Vista, located in Lake Buena Vista, Florida.

THIS EASEMENT is granted for such lawful public purpose uses as grantee desires, subject to the terms and conditions contained herein. All such uses shall be the independent governmental acts of grantee. Grantor makes no warranties of title and no representations or warranties that any such uses by grantee are safe or appropriate. Grantor represents that it has the right and authority to allow grantee to use the property (and improvements thereon and thereto) for the purposes granted herein. Grantee shall be solely responsible as an independent governmental entity for all aspects of grantee’s uses (but not the use by any other governmental or quasi-governmental authority or agency). In no way shall grantor be deemed to be joint participant, partner, or joint venturer in any of grantee’s activities. Grantee shall not engage in any activity that would impair grantor’s future use of the property for transportation purposes. In the event that grantee engages in any destructive activities in or on any fixtures or improvements located on the property, grantee shall leave the same in a condition that is no more dangerous than the condition that existed prior to grantee’s use, it being understood that grantor intends to fully demolish and clear the property of all fixtures and improvements on the property. For clarity, grantee is not obligated to clear or repair any damage to any such any fixtures or improvements, and grantee may, as appropriate, install warning tape, signs and/or pylons to indicate potentially dangerous areas. Grantee shall not allow any hazardous condition or material which grantee introduced to the property to remain on the property as of the end of the term hereof and all such conditions or materials introduced by grantee shall be lawfully corrected or disposed of as applicable. Grantee may not engage in any destructive activities on anything other than fixtures or improvements (which fixtures and improvements shall include, without limitation, buildings and other structures). No new fixtures or improvements may be constructed on the property.

It is understood and agreed by the parties hereto that the rights granted herein shall begin at 12:01 a.m. on the 15th day of April, 2022, and terminate at 11:59 p.m. on the 15th day of April, 2022 (the “**Term**”), unless sooner terminated by either party upon 3 business days’ written notice to the other party. The Term may be extended by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. In the event that grantee fails to fully comply with all its obligations hereunder as of the expiration hereof, grantor may notify grantee

and if grantee does not cure such failure within 10 days (subject to force majeure) grantor may, but shall not be obligated to, perform such activities, and charge the reasonable cost thereof to grantee as a contractual obligation.

Grantor, agrees that Grantee shall be permitted to conduct active training drills subject to change based on Grantor's demolition of the property. Grantee shall confirm in writing to grantor the training schedule and list of buildings to be used for active training drills at the beginning of each week prior to use of the property.

This easement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this easement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said grantor and grantee have caused this easement to be executed effective as of the day and year aforesaid.

GRANTOR:

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

By: _____
John Tyler, P.E., Director of Operations, District Five

Date: _____

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by John Tyler, P.E. as Director of Operations, District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf thereof, who is ☐ personally known to me or ☐ presented _____ as identification. (Set forth type of identification presented, if applicable).

Signature of Notary Public-State of Florida

(AFFIX STAMP)

GRANTEE:

CITY OF KISSIMMEE, a public corporation and public body corporate and politic of the State of Florida

By: _____
Olga Gonzalez, Mayor

Date: _____

STATE OF FLORIDA)
) SS.
COUNTY OF OSCEOLA)

The foregoing easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Olga Gonzalez as Mayor of the **CITY OF KISSIMMEE**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is ☐ personally known to me or ☐ presented _____ as identification. (Set forth type of identification presented, if applicable).

Signature of Notary Public-State of Florida

(AFFIX STAMP)

ITEM 7.K

Acceptance of the Fiscal Year 2021 Orlando/Orange County Urban Area Security Initiative (UASI) Region Funding for a License Plate Reader Program

Request

Acceptance of the 2021 Orlando/Orange County Urban Area Security Initiative (UASI) Region Funding Allocated for a License Plate Reader Program.

Explanation

The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach. The Orange County Sheriff's Office (sub-recipient) and the Florida Division of Emergency Management (recipient) entered into a contract on March 12, 2022, for the Orange County Sheriff's Office to administer and comply with the FY21 Homeland Security NOFO and 2 CFR Uniform Guidance.

The Police Department has been awarded \$50,000 for the License Plate Reader Program. This purchase will be made by the Orange County Sheriff's Office; therefore, funding will not be directly distributed to the City for this purchase.

Recommendation

Staff recommends Commission acceptance of the UASI funding and authorization for the City Manager to execute the required documents to accept the award.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. 2021 ORLANDO-ORANGE UASI MOA_Final_Secure
2. Fully Executed_Orange County FY2021 UASI Agreement R0500

2021 MEMORANDUM OF AGREEMENT
FOR PARTICIPATING ORLANDO/ORANGE
URBAN AREA SECURITY INITIATIVE AGENCIES

This Memorandum of Agreement (hereinafter referred to as MOA) is entered into this 12 day of March, 2022, by and between the Orange County Sheriff's Office (hereinafter referred to as OCSO), a political subdivision of the State of Florida, and Orange, Seminole, Lake, and Osceola Counties, political subdivisions of the State of Florida; all other participating counties and cities (listed in the attached appendices) of the State of Florida, collectively known as the Orlando/Orange Urban Area (hereinafter referred to as O/OUA) Participants.

RECITALS

WHEREAS, the State of Florida, Division of Emergency Management (FDEM) (hereinafter referred to as the Division) is providing financial assistance to the O/OUA in the amount \$3,610,000.00 dollars (\$3,800,000.00 less the 5% State Management and Administration) through the FY 2021 Urban Area Security Initiative (hereinafter referred to as UASI);

WHEREAS, the OCSO is the Recipient for the O/OUA UASI Grant Program;

WHEREAS, as the Division requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies;

WHEREAS, the Urban Area has been defined as the City of Orlando, Orange, Seminole, Lake, and Osceola Counties;

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdiction's ability to prevent, protect against, respond to, and recover from acts of terrorism, or any other manmade or natural disaster; and

WHEREAS, on or about the 12 of March, 2022, the OCSO entered into an agreement with the Division for a Federally Funded Sub grant Agreement, #R0500; CFDA Number 97.067.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2021 UASI Grant Program, by the Division.
- B. This Agreement serves as the Scope of Work among all Participants and the OCSO.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2021 UASI activities to be performed at the request of the Division, provided at the option of the OCSO, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Recipient Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core City: A city at the center of a metropolitan area.
- C. Core County: The county within which the core city is geographically located.
- D. Urban Area Security Initiative (UASI) Grant Program: The UASI Grant Program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these Areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism, all hazards or man-made disasters.
- E. National Incident Management System (NIMS): The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, non-governmental organizations, and

private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

- F. Urban Area Working Group (UAWG): The UAWG is responsible for coordinating the development and implementation of all program initiatives. The UAWG may also support the State's efforts to develop the Stakeholder Preparedness Review, particularly as it relates to UASI activities.
- G. Orlando/Orange Urban Area (O/OUA) Administrator: The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- H. Urban Area: An Urban Area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.
- I. Stakeholder Preparedness Review (SPR): The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the Threat and Hazard Identification and Risk Assessment (THIRA).
- J. Threat and Hazard Identification and Risk Assessment (THIRA): The THIRA is a three-step risk assessment process to help communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps as part of the SPR.
- K. Florida Division of Emergency Management (FDEM): The non-Federal pass-through entity that provides a subaward to a sub-recipient to carry out part of a Federal program.

IV. OCSO SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department within the OCSO authorized to carry out the herein agreed upon responsibilities of this MOA.
- B. Ensuring the participation of the following critical stakeholders in the UASI THIRA, UASI SPR, and strategy development process: law enforcement, emergency medical services, emergency

management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- C. Complying with the requirements of the 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: [2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- D. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- E. Complying with all grant agreement requirements and/or special conditions.
- F. Submitting required programmatic and financial reports.

V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

- A. Providing personnel who will act as the main liaison (the project manager) and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.
- B. Tracking of their grant purchased federally funded assets via their respective internal inventory control system and attach the provided 2021 UASI inventory tag to 2021 UASI grant purchased equipment. Note: For reconciliation purposes, OCSO as Recipient will maintain and manage a grant-wide database for all federally funded assets purchased under this contract.
- C. Submitting budget detail worksheets to include approved modifications for direct purchases of equipment or services.
- D. Ensure deliverables and performance are followed on Attachment B when developing and providing quotes for allowable expenditures to OCSO.
- E. Follow Environmental Planning & Historic Preservation (EHP) compliance guidelines on Attachment C, if the project requires an EHP.
- F. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a UASI SPR and UASI THIRA, which in turn, will guide development of an Urban Area Homeland Security Strategy.

- G. Ensuring and assisting the participation of the following critical stakeholders in the UASI SPR and UASI THIRA and updating of the O/OUA strategies: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- H. The OCSO and O/OUA participants shall be governed by applicable State and Federal laws, rules and regulations, including those program statutes and regulations identified and outlined in Attachment D.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project agreement requirements and/or special conditions as provided in the FDEM agreement.
- K. Ensure that equipment obtained from the UASI Grant Program is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS/FEMA, FDEM, and the O/OUA. If the agency is incapable of staffing the equipment, such equipment shall be made available to another partnering agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the partner agency.
- L. All equipment obtained from the UASI Grant Program is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.
- M. Take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. [Relevant Vendor Listing Link](#)
- N. Ensuring required NIMS Awareness Course(s) is/are completed by relevant personnel.
- O. Providing a signed document recognizing NIMS in principle and policy.

VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:

- A. That funding acquired and identified for the UASI will be administered solely by the OCSO.
- B. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any participating agency personnel.
- C. OCSO and O/OUA Participants are subdivisions as defined in Chapter 768.28, Florida Statutes, and each agree to be fully responsible for their respective acts and/or omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any participant to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this MOA or any other contract.
- D. For the purposes of executing the conditions established in this MOA, each O/OUA Participants' point of contact (hereinafter referred to as POC) will be designated by each O/OUA Participant in accordance with their internal policies and procedures. The OCSO or designees will remain the UASI POC. (See Attachment A)
- E. In the event the Division determines that any funds disbursed were not spent in accordance with the conditions of the UASI Grant Agreement, the O/OUA Participant that procured the item(s) in question shall reimburse the OCSO for all such funds within thirty (30) days after being notified of said non-compliance. Notwithstanding the above, no funds shall be directly provided to O/OUA Participants under this Agreement.

VII. AUDITS

- A. The OCSO and O/OUA Participants shall comply with the audit requirement contained in 2 CFR Part 200, Subpart F.
- B. OCSO shall follow Generally Accepted Accounting Principles (GAAP), as defined by 2 CFR §200.49.
- C. When conducting an audit of the OCSO performance under the OCSO and FDEM agreement, FDEM shall use Generally Accepted Government Auditing Standards (GAGAS), as defined by 2 CFR §200.50.

VIII. RECORDS

- A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the OCSO and O/OUA Participants which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but lasts as long as the records are retained. The O/OUA Participants will also give the OCSO, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

IX. REPORTS

- A. Programmatic status reports are due within fifteen (15) days after the end of each calendar quarter. The O/OUA Participants (program manager) must submit a programmatic status report before the fifteen (15) days after the end of each calendar quarter.
- B. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

X. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The O/OUA Participants will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this MOA.
- B. Any provision of this MOA later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOA, and the remainder of the MOA shall remain in full force and effect.
- C. This MOA may be modified or amended only in writing and upon approval of all the parties hereto.

D. This MOA may be terminated by any O/OUA Participant upon thirty (30) days prior written notice to the OCSO and the return of any and all equipment that has been received through the UASI Funding program.

E. This MOA shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior MOA among the O/OUA Participants, written or oral, except for any executor obligations that have not been fulfilled.

F. This MOA may be executed in several parts, each of which shall be considered a valid MOA, provided that each of the O/OUA Participants to the MOA has executed at least one (1) original copy of the MOA and has transmitted copy of the signature page hereof to the other O/OUA Participants.

G. This MOA will end at the conclusion of the stated grant performance period of **June 30, 2023.**

H. Subcontracts: If an O/OUA Participant subcontracts any of the work required under this MOA, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The O/OUA Participants agree to include in the subcontract that (i) the subcontractor is bound by the terms of this MOA, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division, OCSO, and O/OUA Participants harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA, to the extent allowed and required by law. The O/OUA Participants shall document in the quarterly report the subcontractor's progress in performing its work under this MOA.

For each subcontract, the O/OUA Participants shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in 2 CFR §200.321.

RECIPIENT

BY: _____

JOHN W. MINA
SHERIFF OF ORANGE COUNTY, FLORIDA

DATE: _____

APPROVED AS TO FORM AND LEGALITY

FOR THE RELIANCE OF THE SHERIFF OF
ORANGE COUNTY, FLORIDA

BY: _____

RECIPIENT ATTORNEY

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Signature page for **Orange County, Florida**

PARTICIPATING AGENCY
The City of Orlando, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Orlando**

PARTICIPATING AGENCY
Lake County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Lake County BCC**

PARTICIPATING AGENCY
Osceola County BCC,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Osceola County BCC**

PARTICIPATING AGENCY
Seminole County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County Sheriff's Office**

PARTICIPATING AGENCY
Seminole County BCC,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County BCC**

PARTICIPATING AGENCY
Central Florida Disaster Medical Coalition,
A Not-For-Profit Corporation of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Central Florida Disaster Medical Coalition**

PARTICIPATING AGENCY
City of Kissimmee, a Municipal
Corporation of the State of Florida

ATTEST:

_____	By: _____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **City of Kissimmee**

PARTICIPATING AGENCY
City of Belle Isle, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **City of Belle Isle**

PARTICIPATING AGENCY
City of Edgewood, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **City of Edgewood**

PARTICIPATING AGENCY
City of St. Cloud, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **City of St. Cloud**

Attachment A
Point of Contact

Belle Isle Police Department

POC: Chief Laura Houston

Address: 1521 Nela Avenue, Belle Isle, FL 32809

Email: lhouston@belleislepolice.org

Central Florida Disaster Medical Coalition

POC: Eric Alberts, Chair

Address: P.O. Box 560610, Orlando, FL 32856

Email: info@centralfladisaster.org

Edgewood Police Department

POC: Chief John T. Freeburg

Address: 5565 S. Orange Avenue, Edgewood, FL 32809

Email: jfreeburg@edgewood-fl.gov

Kissimmee Police Department

POC: Chief Jeffrey O'Dell

Address: 8 North Stewart Avenue, Kissimmee, FL 34741

Email: JODELL@kissimmee.org

Lake County Department of Public Safety/Emergency Management Division

POC: Megan Milanese, Director

Address: 425 W. Alfred Street, Tavares, FL 32778-7800

Email: mmilanese@lakecountyfl.gov

Orlando Police Department

POC: Chief Orlando Rolón

Address: 100 South Hughey Avenue, Orlando, FL 32801

Email: orlando.rolon@cityoforlando.net

Orange County Emergency Management

POC: Chief Lauraleigh Avery, Emergency Manager

Address: 6590 Amory Court, Winter Park, FL 32793

Email: Lauraleigh.Avery@ocfl.net

Osceola County Office of Emergency Management

POC: Director Bill Litton

Address: 2586 Partin Settlement Rd., Kissimmee, FL 34744

Email: bill.litton@osceola.org

Seminole County Sheriff's Office

POC: Captain Mark Pergola

Address: 100 Bush Blvd., Sanford, FL 32773

Email: mpergola@seminolesheriff.org

Seminole County Emergency Management

POC: Chief Administrator Alan Harris

Address: 150 Bush Blvd. Sanford, FL 32773-6179

Email: aharris@seminolecountyfl.gov

St. Cloud Police Department

POC: Chief Douglas A. Goerke

Address: 4700 Neptune Road, St. Cloud, FL 34769

Email: douglas.goerke@stcloud.org

Attachment B

Deliverables and Performance

State Homeland Security Program (HSGP): HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.ilis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Attachment C
Environmental Planning & Historic Preservation (EHP) Compliance Guidelines

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.
- III. **THE PROJECT MAY NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

Attachment D
Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C.
3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. §
1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41
U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

Contract Number: R0500

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal award."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>Orange County Sheriff's Office</u>
Sub-Recipient's unique entity identifier:	<u>SPMHKRXZJQ75</u>
Federal Award Identification Number (FAIN):	<u>EMW-2021-SS-00056-S01</u>
Federal Award Date:	<u>9/1/2021 – 08/31/2024</u>
Subaward Period of Performance Start and End Date:	<u>DOE – 06/30/2023</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$3,610,000.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$3,610,000.00</u>
Federal award project description (see FFATA):	<u>See Article 1, Agreement Articles</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u>
Name of pass-through entity:	<u>FL. Division of Emergency Mgmt.</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, Florida 32399</u>
Catalog of Federal Domestic Assistance (CDFA Number and Name)	<u>97.067-Homeland Security</u> <u>Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>21.40%</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Orange County Sheriff's Office**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Lakesha Cason
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: (850) 815-4345
Email: Lakesha.Cason@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Tammy Miller
2500 W. Colonial Drive
Orlando, FL 32804-8005
Telephone: (407) 254-7269
Fax: (407) 254-7155
Email: tammy.miller2@ocfl.net

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **upon execution by both parties and will end June 30, 2023** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.1, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$3,610,000.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts 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)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.475. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10) RECORDS

- a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits,

examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 30 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division will make three written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding.

- g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the

subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity must disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or subrecipient.

i. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. FEMA has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at <https://www.fema.gov/grants/procurement>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19) ATTACHMENTS AND EXHIBITS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources

- ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
- iii. Exhibit 3 – Certification Regarding Lobbying
- iv. Attachment A – Program Budget
- v. Attachment B – Scope of Work
- vi. Attachment C – Deliverables and Performance
- vii. Attachment D – Program Statutes and Regulations
- viii. Attachment E – Justification of Advance Payment
- ix. Attachment F – Warranties and Representations
- x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- xi. Attachment H – Statement of Assurances
- xii. Attachment I – Mandatory Contract Provisions
- xiii. Attachment J – Financial and Program Monitoring Guidelines
- xiv. Attachment K – EHP Guidelines
- xv. Attachment L – Reimbursement Checklist

(20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments will be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. 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 agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal,

undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 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:

i. 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.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. 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.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement 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.

v. 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.

vi. 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 his 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.

vii. In the event of the contractor's noncompliance with the nondiscrimination 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.

viii. 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 204 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.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, 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 of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract

must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Attachment M – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. 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;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. 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
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: ORANGE COUNTY SHERIFF'S OFFICE

By: _____
Name and Title: John W. Mina, Sheriff of Orange County
Date: 12-7-21
FID# 59-6000776

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: Kevin Guthrie, Director
Date: 12 March 2022

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

DATE: 12-14-2021

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **HOMELAND SECURITY GRANT PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: **\$ 3,610,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: **HOMELAND SECURITY GRANT PROGRAM**

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2021 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.
3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, may not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2021 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2021 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA will publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the SAA:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered

telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Sub-Recipient: ORANGE COUNTY SHERIFF'S OFFICE

By: _____

Date: 12.7.21

John W. Mina, Sheriff of Orange County

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that I understand that it is my responsibility, on behalf of the organization, to ensure that we adhere to these restrictions.

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

Dorothy Buel

DATE: 12-11-2021

EXHIBIT - 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- ☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

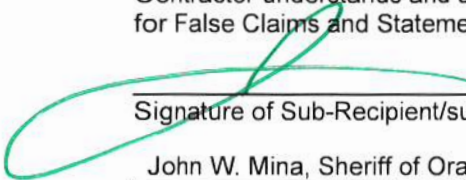
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 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 Sub-Recipient or subcontractor, Orange County Sheriff's Office, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

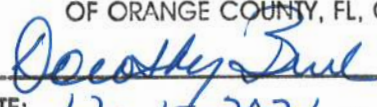

Signature of Sub-Recipient/subcontractor's Authorized Official

John W. Mina, Sheriff of Orange County
Name and Title of Sub-Recipient/subcontractor's Authorized Official

12-7-21
Date

31

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY


DATE: 12-17-2021

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://www.fema.gov/authorized-equipment-list>.

The **transfer of funds between the categories** listed in the "Program Budget and Scope of Work" **is permitted**. However, the **transfer of funds between Issues is strictly prohibited**.

FY 2021 Homeland Security Grant Program – Urban Area Security Initiative			
Grant	Sub-Recipient Agency	Category/Issue	Amount Allocated
FY 2021 - State Homeland Security Grant Program – Urban Area Security Initiative Issue #45	Orange County Sheriff's Office	Award Allocation – Issue 45	\$3,800,000
		State Management & Administration withheld 5%	\$190,000
		Expendable Award Allocation after 5% reduction	\$3,610,000
		LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement.	\$950,000
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	\$108,300
Total Award		\$3,610,000.00	
State M & A costs		\$190,000.00	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives				
Developing related terrorism and other catastrophic event prevention activities- WebEOC	1	86,000.00	\$86,000.00	45-WebEOC
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Materials required to conduct planning activities				
Travel/per diem related to planning activities- Fusion Ctr.	1	10,000.00	\$10,000.00	45-CFIX
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Issuance of WHTI-compliant Tribal identification cards				
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs				
Update governance structures and processes and plans for emergency communications				
Development, and review and revision of continuity of operations plans				
Development, and review and revision of the THIRA/SPR continuity of operations plans				
TOTAL PLANNING EXPENDITURES			\$96,000.00	
Allowable Organizational Activities (HSGP and LETP)	Quantity	Unit Cost	Total Cost	Issue #
Program management				
Development of whole community partnerships				
Structures and mechanisms for information sharing between the public and private sector				
Implementing models, programs, and workforce enhancement initiatives				

Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors				
Operational support				
Utilization of standardized resource management concepts				
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event				
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
Cost of migrating online services to the ".gov" domain				
TOTAL ORGANIZATIONAL EXPENDITURES			\$0.00	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue #
Design, Develop, Conduct and Evaluate an Exercise- Fusion Center	1	15,000.00	\$15,000.00	45-CFIX
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.- Cyber	1	35,000.00	\$35,000.00	45-Cyber
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				

Interoperable communications exercises				
Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL EXERCISE EXPENDITURES			\$50,000.00	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue #
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
Training Workshops and Conferences-Cyber	1	250,000.00	\$250,000.00	45-Cyber
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training exercises				
Interoperable communications training				
Activities to achieve training inclusive people with limited English proficiency				
Immigration enforcement training				
TOTAL TRAINING EXPENDITURES			\$250,000.00	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list .	Quantity	Unit Cost	Total Cost	Issue #
Personal protective equipment				
OFD HM-Level A Frontline AEL#01VF-01-ENSM	1	14,824.00	\$14,824.00	45-HM
OFD HM-Level B Zytron AEL#01SP-01-ENSN	1	13,455.00	\$13,455.00	45-HM
OFD HM-PAPR AEL#01AR-03-PAPA	1	14,630.00	\$14,630.00	45-HM
OFD HM-MT94 Suits AEL#01CB-02-ENSM	1	18,160.00	\$18,160.00	45-HM
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Hybrid Robot AEL#03OE-07-ROBT	1	275,511.00	\$275,511.00	45-EOD

Reg LPRs AEL#03OE-01-ALPR	1	250,000.00	\$250,000.00	45-LPR
OFD HM-MultiRae Pro Kit AEL#03SR-03-KMON	1	2,600.00	\$2,600.00	45-HM
Reg Drone Detection System AEL#03OE-07-SUAD	1	120,000.00	\$120,000.00	45-Drone
Information technology				
USAR-GPS receiving devices AEL#04AP-02-DGPS	1	8,082.00	\$8,082.00	45-USAR
Interop-P25 Radio Equip AEL#04HW-01-INHW	1	65,000.00	\$65,000.00	45-Interop
Cybersecurity enhancement equipment				
Interoperable communications equipment				
Reg Critical Alternate Comm AEL#06CP-01-MOBL	1	240,194.00	\$240,194.00	45-Interop
Detection Equipment				
OFD HM-20/20 Protein Kits AEL#07BD-01-PTST	1	1,510.00	\$1,510.00	45-HM
OFD HM-Raid 8 Protein Kit AEL#07BD-01-KFAS	1	2,650.00	\$2,650.00	45-HM
LCFR HM-PID/FID Detection Equip AEL#07CD-01-DPFI	1	20,715.00	\$20,715.00	45-HM
LCFR HM-Full Spectrum FTIR AEL#07CD-01-FTIR	1	79,990.00	\$79,990.00	45-HM
SCFR HM-Gas Chroma Mass Spectro AEL#07CD-01-DPGC	1	155,000.00	\$155,000.00	45-HM
OFD Bomb-Personal Radiation Detection Devices AEL#07RD-02-HHSM	1	25,175.00	\$25,175.00	45-OFD Bomb
OFD HM-Gemini FTIR/Raman AEL#07CD-01-DPRS	1	102,000.00	\$102,000.00	45-HM
OFD HM-Identifinder R425 AEL#07RD-02-RIID	1	17,807.00	\$17,807.00	45-HM
OFD HM-Identifinder R200 AEL#07RD-02-PRDA	1	3,850.00	\$3,850.00	45-HM
Decontamination Equipment				
Medical supplies				
Power equipment (generators, batteries, power cells)				
CBRNE Reference Materials				
CBRNE Incident Response Vehicles				
Medical-Ambu-bus AEL#12VE-00-ABUS	1	287,657.00	\$287,657.00	45-Medical
OCSO-Tactical Response Vehicle Refurb AEL#12VE-00-MISS	1	140,000.00	\$140,000.00	45-Tactical Resp
OFD HM-Mass Decon Prime Mover AEL#12TR-00-MOVR	1	170,800.00	\$170,800.00	45-HM
USAR-High Water Vehicle AEL#12VE-00-MISS	1	195,000.00	\$195,000.00	45-USAR
USAR-ATV 4 Seater AEL#12VE-00-MISS	1	21,000.00	\$21,000.00	45-USAR
Terrorism Incident Prevention Equipment				
Physical Security Enhancement Equipment				
Inspection and Screening Systems				
Animal Care and Foreign Animal Disease				
CBRNE Prevention and Response watercraft				
CBRNE Prevention and Response Unmanned Aircraft				
CBRNE Aviation Equipment				
Aviation Downlink Transmitter AEL#18AC-00-ACUP	1	101,630.00	\$101,630.00	45-Aviation
Aviation Tactical Mapping AEL#18AC-00-ACUP	1	249,200.00	\$249,200.00	45-Aviation
CBRNE Logistical Support Equipment				
OFD HM-Urban Backpack AEL#19GN-00-BGPK	1	260.00	\$260.00	45-HM
Intervention Equipment (e.g., tactical entry, crime scene processing)				
Critical emergency supplies				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
Fusion Ctr-Upgrade Analysts' Workstations AEL#21GN-00-OCEQ	1	79,000.00	\$79,000.00	45-CFIX
Interop-P25 Radio Equip Install AEL#21GN-00-INST	1	430,000.00	\$430,000.00	45-Interop

TOTAL EQUIPMENT EXPENDITURES			\$3,501,700.00	
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue #
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements	1	15,000.00	\$15,000.00	45-M&A
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.				
Travel expenses	1	15,000.00	\$15,000.00	45-M&A
Meeting-related expenses	1	15,000.00	\$15,000.00	45-M&A
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.	1	63,300.00	\$63,300.00	45-M&A
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				
TOTAL M&A EXPENDITURES			\$108,300.00	
TOTAL AWARD EXPENDITURES			\$3,610,000.00	

ATTACHMENT B

SCOPE OF WORK

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2021 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description –

Issue 45: The Urban Area Security Initiative (UASI) has allowable Management and Administration (M&A) costs associated with it. The Division of Emergency Management, as the designated State Administrative Agency, will retain five (5) percent of the total UASI amount allocated to Florida for M&A purposes. These funds will provide the SAA with the means to manage and administer the UASI grant. The proper management and administration of these funds ensures that each project listed will be fulfilled, or partially fulfilled, more efficiently while remaining in compliance with the DHS Federal Fiscal Year 2021 Homeland Security Grant Program Guidance.

II. Categories and Eligible Activities

FY 2021 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in [CPG 101 v 2.0](#).

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities;
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives;
- Developing related terrorism and other catastrophic event prevention activities;
- Developing and enhancing plans and protocols;
- Developing or conducting assessments;
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Materials required to conduct planning activities;
- Travel/per diem related to planning activities;
- Overtime and backfill costs (in accordance with operational Cost Guidance);
- Issuance of WHTI-compliant Tribal identification card;
- Activities to achieve planning inclusive of people with disabilities and others with access and functional needs;
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs;
- Update governance structures and processes and plans for emergency communications;
- Development, and review and revision of continuity of operations plans;
- Development, and review and revision of the THIRA/SPR continuity of operations plans; and
- Activities to achieve planning inclusive of people with limited English proficiency.

B. Allowable Organization Related Costs (HSGP and UASI Only)

Sub-Recipients proposed expenditures of SHSP or UASI funds to support organization activities include:

- Program Management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Migrating online services to the ".gov" internet domain; and
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), HSGP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by HSGP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

Intelligence Analyst Activities Allowable Costs (HSGP and UASI)

All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA.

States and Urban Areas must justify proposed expenditures of HSGP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their HSGP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (HSGP and UASI)

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties.
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.
 - Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by FEMA.
- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative; and
- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats.

Organizational activities under HSGP and UASI include:

Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP Sub-Recipients are urged to consider using grant funding to support soft target preparedness activities. HSGP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited below:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Participation in Regional Resiliency Assessment Program (RRAP) activities;
- Public safety overtime;
- Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note:

Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package);

- Increased border security activities in coordination with CBP;
- National Terrorism Advisory System;
- Designated National Security Events;
- Special Event Assessment Rating (SEAR) Level 1 through 4 Events
- States of Emergency;
- National Critical Infrastructure Prioritization Program (NCIPP);
- Directed Transit Patrols; and
- Operational Support to a Federal Agency.

Operational Overtime Requests:

- Except for an elevated NTAS alert, HSGP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

Personnel Costs (HSGP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with HSGP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWIC).

Sub-Recipients should refer to **Information Bulletin No. 421b**, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act), October 30, 2019. HSGP funds may not be used to support the hiring of any personnel to fulfil traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

The following definitions apply to personnel costs:

- **Hiring.** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-

DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.

- **Overtime.** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-Related Overtime.** Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Organization (OPSG)

Personnel Costs: OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs. OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.

- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Temporary or Term Appointments

- Sub-Recipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
 - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
 - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
 - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of the Preparedness Grants Manual and the HSGP NOFO.
- In addition to these terms Sub-Recipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. Additional unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs, and exercise expenses are prohibited under OPSG.

C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.

- Design, Develop, Conduct, and Evaluate an Exercise
- Full or part-time staff or contractors/consultants
- Exercise Planning Workshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high risk urban areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high risk urban areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Validating Capabilities.** Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in a multi-year TEP.
- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the multi-year TEP. States must include all confirmed or planned special events in the Multi-year TEP. The state or Urban Area may plan to use HSGP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be

coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*
- If you require food/water for this event, request must come to the Division within 25 days prior to the event, in the following format:

Exercise Title:
Location:
Exercise Date:
Exercise Schedule:
Estimated Number of Participants that will be fed:
Estimated Cost for food/water:
Description of the Exercise:

D. Allowable Training Related Costs (HSGP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the HSGP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation (ADDIE) model of instructional design.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency

- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training
- Activities to achieve planning inclusive of people with limited English proficiency
- Immigration enforcement training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy [IB 432](#), *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, Tribal entities and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the [NTED Responder Training Development Center \(RTDC\)](#) website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) Training Partner Programs (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium (NDPC), Rural Domestic Preparedness Consortium (RDPC), and training partners through the Continuing Training Grants program.

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts

of terrorism or catastrophic events. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2021 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <https://www.firstrespondertraining.gov/frt/> in order to support grantees in their own tracking of training deliveries.

FDEM State Training Office Conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

E. Allowable Equipment Related Costs (SHGP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at <https://www.fema.gov/authorized-equipment-list>. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

Allowable Equipment (OPSG)

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

"Purchased with DHS funds for Operation Stonegarden Use"

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of fuel and mileage costs in support of operational activities.
- **Vehicle and Equipment Acquisition, Including Leasing and Rentals:** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.
- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

F. Unallowable Costs (HSGP, UASI and OPSG)

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
 - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
 - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

G. Regional Border Projects (OPSG)

Subrecipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
 - Intelligence analysts
- Situational Awareness equipment:
 - License Plate Reader Networks
 - Visual detection and surveillance systems
 - Sensor Systems
 - Radar Systems (for air and/or marine incursions)
 - Aircraft systems (manned or unmanned)

H. Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over \$100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

I. Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

J. Communications Towers

When applying for funds to construct communication towers, subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed.

K. Disposition

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Sub-Recipient must request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency will request disposition instructions from Federal awarding agency as required by the terms and conditions of the Federal award. The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

L. Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426 and IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

M. Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

Prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities should seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Subrecipients should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. For further information please see the DHS press release on this topic: <https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft>.

N. FirstNet

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers

- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. FEMA Information Bulletin (IB) #386 has been rescinded by prior NOFOs and remains rescinded as the technical requirements and nationwide network architecture has been developed, and FirstNet is operational. Subrecipients, however, must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

O. SAFECOM

Emergency communications systems and equipment must meet applicable [SAFECOM Guidance](#). Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

P. Cybersecurity

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to terrorism preparedness and may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism.

Q. Law Enforcement Readiness (SHSP, UASI, and OPSG)

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions. SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

R. Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. Except for maintenance plans

or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

S. Management and Administration (M&A) (HSGP & UASI)

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

Allowable M&A activities include:

- Hiring of full-time or part-time staff or contractors/consultants:
 - To assist with the management of the respective grant program.
 - To assist with application requirements.
 - To assist with compliance reporting and data collection requirements.

Management and Administration (M&A) (OPSG)

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to Sub-Recipients. This funding must be deducted in an equal percentage from each Sub-Recipient. Sub-Recipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the Sub-Recipient's subaward. Friendly forces are local law enforcement entities that are subordinate Sub-Recipients under OPSG. In other words, friendly forces are entities that receive a subaward from a Sub-Recipient under the OPSG program. Friendly forces must comply with all requirements of Sub-Recipients under 2 C.F.R. Part 200.

T. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Subrecipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless their local written policy allows for piggybacking, and the Division has approved the Scope of Work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

U. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Subrecipient's written procurement policy must be submitted to the SAA and must allow for piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.

- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

V. Unique Entity Identifier and System for Award Management (SAM)

Sub-Recipients for this award must:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active federal award.

W. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it will result in the issuance of a noncompliance letter, and a written justification must then be provided.
 - Based on the SAA's determination, the Sub-recipient will have 30 days to submit a letter of appeal to the SAA/HSA.
 - Subrecipients will only be allowed one opportunity to appeal.
 - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-recipient's funds will be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it will result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are **January 1-June 30** and **July 1-December 31**. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. Administrative Closeout

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

X. Period of Performance (POP) Extensions

Extensions to the period of performance identified in the agreement are allowable under limited circumstances and will only be considered through formal, written requests to the SAA. All extension requests must contain specific and compelling justifications as to why an extension is required, and must address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;

6. Remaining available funds;
7. Budget outlining how the remaining funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six-month period, and will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Y. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Lakesha Cason FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4345 Lakesha.Cason@em.myflorida.com	Amy Garmon FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4356 Amy.Garmon@em.myflorida.com

Z. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

AA. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

State Homeland Security Program (HSGP): HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.ilis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Management Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Budget and Scope of Work, Attachments A and B of this agreement.

ATTACHMENT D
Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. §
3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. §
1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41
U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS:	
<u>For example</u> PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Sub-Recipient

Date: _____

Name and Title of Sub-Recipient

ATTACHMENT F
WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.318 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday-Friday 8:00 am to 5:00 pm

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUB-CONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

FDEM Contract Number

Street Address

DHS Grant Award Number

City, State, Zip

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support the reports. Sub-Recipients must also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
8. Sub-Recipient will comply with the applicable provisions of the following laws and policies prohibiting discrimination:
 - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J
FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Homeland Security Grant Program (HSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Monitoring Selection and Scheduling:

Each year the FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Monitoring Activities:

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring will be conducted by FDEM or designated personnel. On-site monitoring visits will be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

FDEM will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol

On-site monitoring visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm

purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within Forty-Five (45) calendar days of the site visit, a post monitoring letter will be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect will be generated and sent to the Sub-Recipient. The Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement.

The On-site monitoring report and all back up documentation will then be included in the Sub-Recipient's file.

Monitoring Responsibilities of Pass-thru Entities

Subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.331. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Subrecipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP SCREENING FORM SUBMISSION

- I. For projects requiring EHP review, the Sub-Recipient must submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Ms. Felicia Pinnock
Bureau of Preparedness – Domestic Security
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4343
Felicia.Pinnock@em.myflorida.com

- II. The SAA POC will forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's must receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT MAY NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

ATTACHMENT L
REIMBURSEMENT CHECKLIST

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date)
- ☐ 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
- ☐ 5. Has proof of payment been included?
 - _____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
 - _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number?
- ☐ 3. If not, has FDEM approved the non-DHS training?
- ☐ 4. Have Sign-In Sheets, Rosters and Agenda been provided?
- ☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 - _____ Have documentation from entity's financial system been provided as proof attendees were paid?
 - _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.

- ☐ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
- ☐ Electronic Funds Transfer (EFT) Confirmation
- ☐ Credit Card Statement & payment to credit card company for that statement

- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
- ☐ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - ☐ State Contract (page showing contract #, price list)
 - ☐ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
- ☐ Situation Manual
 - ☐ Exercise Plan
- ☐ 2. If exercise has been conducted are the following included:
- ☐ After-action report
 - ☐ Sign-in sheets
 - ☐ Agenda
 - ☐ Rosters
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
- ☐ Have documentation from entity's financial system been provided to prove attendees were paid?
 - ☐ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
- ☐ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
 - ☐ Electronic Funds Transfer (EFT) Confirmation
 - ☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
- ☐ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
 - ☐ Electronic Funds Transfer (EFT) Confirmation
 - ☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
- ☐ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - ☐ State Contract (page showing contract #, price list)
 - ☐ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

- ☐ 1. Have all invoices been included?

- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?
 - _____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
 - _____ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
 - _____ Airplane receipts
 - _____ Proof of mileage (Google or Yahoo map printout or mileage log)
 - _____ Toll and/or Parking receipts
 - _____ Hotel receipts (Is there a zero balance?)
 - _____ Car rental receipts
 - _____ Registration fee receipts
 - _____ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
 - _____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement & payment to credit card company for that statement
 - _____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

- 1. Has a **signed** timesheet by employee and supervisor been included? Timesheet must certify the hours and information presented as true and correct.
- 2. Has proof for time worked by the employee been included? Is time period summary included?
 - _____ Statement of Earnings
 - _____ Copy of Payroll Check
 - _____ Payroll Register
 - _____ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
 - _____ Have documentation from entity's financial system been provided to prove attendees were paid?

_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 8. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
- ☐ 9. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

74

RECEIVED
12/9/24



ORANGE, COUNTY OF

DUNS Unique Entity ID 799554519	SAM Unique Entity ID SPMHKRZJQ75	CAGE / NCAGE 1Y7Z7
Purpose of Registration All Awards	Registration Status Active	Expiration Date Jun 2, 2022
Physical Address 2500 W Colonial DR Orlando, Florida 32804-8005 United States	Mailing Address PO Box 1440 Orlando, Florida 32802-1440 United States	

Business Information

Doing Business as Sheriff Office	Division Name (blank)	Division Number (blank)
Congressional District Florida 10	State / Country of Incorporation (blank) / (blank)	URL www.ocso.com

Registration Dates

Activation Date Jun 4, 2021	Submission Date Jun 2, 2021	Initial Registration Date Jul 3, 2002
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Entity Dates

Entity Start Date Jul 1, 1865	Fiscal Year End Close Date Sep 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types**U.S. Local Government****County****Financial Information**

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1Y7Z7**Points of Contact****Electronic Business**

✕

Tammy Miller, Grants Manager**P.O. Box 1440****Orlando, Florida 32802****United States****Government Business**

✕

Tammy Miller, Grants Manager**P.O. Box 1440****Orlando, Florida 32802****United States****Service Classifications****NAICS Codes**

Primary

Yes

NAICS Codes

922120

NAICS Title

Police Protection**Disaster Response**

This entity does not appear in the disaster response registry.

ITEM 8.A

Downtown Kissimmee Community Redevelopment Agency Funding for the Design and Engineering of the Connect Kissimmee Complete Streets Project

Request

Approval of Downtown Kissimmee Community Redevelopment Agency funding for the design and engineering of the Connect Kissimmee Complete Streets project.

Explanation

On July 20, 2021, the Commission authorized staff to negotiate a design services agreement for this project with AECOM following solicitation of professional services via RFP 2021-002.

This project consists of the design of improvements to provide safety and efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). The total project length is approximately 1.452 miles. The project scope is based on Alternative Number No.1 from the 2017 corridor study.

The design improvements will include milling and resurfacing along with the reconfiguration of the existing typical section to accommodate new bike lanes along Emmett Street, shared bike lanes (sharrows) along Broadway, and increased width of the existing bike lanes along Main Street. A roundabout is proposed at the intersection of Emmett Street/Stewart Avenue/Ruby Avenue. The roundabout will require the reconfiguration of the Kissimmee Police Station parking lot.

Additional lighting is proposed along the corridor within the project limits. There will also be design improvements to side streets on the north side of Broadway which will include reduction of lane widths, reconstructed on-street parking with brick pavers and 8-inch ribbon curb to designate parking locations, similar to the side streets on the south side of Broadway. One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway will be designed to match the intersection of Main Street and Vine (US 192). A vertical gateway with black ironwork and mirroring the current signage located in downtown Kissimmee will be designed to distinguish the Historic Downtown area.

The Florida Department of Transportation (FDOT) has programmed \$1,860,210.81 for the design of the Connect Kissimmee Complete Streets project. This amount includes items for reimbursement totaling \$1,636,514.88 and a local contribution in the amount of \$223,697 for items not eligible but found to be essential to complete the project. The project consists of improvements primarily within the downtown Kissimmee area that meet the goals and objectives of the Downtown Kissimmee Community Redevelopment Master Plan. Therefore, staff recommends the CRA provide additional funds in the amount of \$223,697 for this project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610506 - 506393		Decrease	\$750,000	223,697.00

Financial Summary:

The CRA has the funds budgeted and available to support this project.

Recommendation

Staff recommends approval of Downtown Kissimmee Community Redevelopment Agency funding for the design of the Connect Kissimmee Complete Streets project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

None

ITEM 8.B

Approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC

Request

Approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC, for property located at 308 Broadway.

Explanation

One of the goals of the Downtown Kissimmee Community Redevelopment Agency (CRA) is to use developer incentives to encourage private sector investment in downtown Kissimmee, in turn increasing property values and economic opportunity.

In October 2021, the City Commission approved Kissimmee Operation Business Boost, which included the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP). PPIP provides assistance for mixed-used, residential or commercial projects based on factors, such as significant capital investment, job creation and construction of residential units. Staff evaluates each application and recommends approval of awards on a case by case basis using a TIF (Tax Increment Financing) analysis to ensure grant awards do not exceed anticipated investment returns.

Z Family Assets, LLC submitted a PPIP application for the redevelopment of the historic Makinson Hardware building. This redevelopment is an approximately 18,000 square foot mixed-use project that will include 4,680 square feet of restaurant/retail space, 2,600 square feet of executive office mini-suites, 1,755 square feet of climate-controlled storage, and 10 residential apartments, located at 308 Broadway in downtown Kissimmee. The total project cost is approximately \$2.4 million, which includes an estimated construction cost in excess of \$900,000.

Z Family Assets, LLC's application requested a cash grant in the amount of \$350,000 to assist in funding the preservation and restoration of the historically significant Makinson Hardware building and business legacy for the City of Kissimmee through adaptive reuse of the building and property, and to bring people and events to downtown Kissimmee.

The proposed project meets the PPIP Policy's definition of a Pioneer Project since it is a mixed-use commercial and residential project, that will:

- 1) Increase the CRA's population through the proposed addition of 10 new market rate residential units downtown;
- 2) Develop an innovative project that will attract significant attention to the CRA district through the adaptive reuse of one of the City's oldest and most historic buildings;
- 3) Create the opportunity for new jobs downtown through the addition of more than 7,000 square feet of restaurant and office space.

Staff performed a TIF analysis to calculate the new annual tax increment generated from the proposed project projected out to 2035, using the square footage and current taxable value per square foot based on comparable properties in downtown Kissimmee. The current tax increment generated from the subject property is \$46,110 annually. The TIF analysis resulted in an estimated total of \$236,871 to be generated from the property post-development during that time-period. The net difference between the new tax increment generated and the current tax increment is \$190,761.

City of Kissimmee

Therefore, staff recommends approving the award of a PPIP grant to Z Family Assets, LLC in the amount of \$191,000.

<i>County Millage</i>	0.006700
<i>City Millage</i>	0.004625
<i>Square Feet</i>	18,414
<i>Current taxable value per sq ft</i>	14.950581

2022	2035	
Current Annual Tax Increment	New Annual Tax Increment	Difference
\$46,110	\$236,871	\$190,761

The attached agreement memorializes the grant award, responsibilities and commitments of the Downtown Kissimmee CRA and Z Family Assets. The grant will be awarded on a reimbursement basis upon completion of the Makinson Hardware building redevelopment project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
106-10610508-508282		Decrease		191,000

Financial Summary:

The Downtown Kissimmee CRA has funds available in the Aids to Private Organizations account to support this grant.

Recommendation

Staff recommends Commission approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC, located at 308 Broadway.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. 3.28.2022 DKCRA PPIP Agreement 308 Broadway
2. EXHIBIT A DKCRA PPIP Policy
3. EXHIBIT B PPIP Application
4. EXHIBIT C Project Description

**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a special district of the State of Florida, hereinafter referred to as the “CRA” and Z Family Assets, LLC, hereinafter referred to as “DEVELOPER”.

WITNESSETH:

WHEREAS, DEVELOPER currently operates an establishment in Downtown Kissimmee and is committed to expanding its business in the Downtown Kissimmee Redevelopment Area (the “Area”) and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

WHEREAS, the Plan supports providing financial incentives to encourage private sector investment and business development within the Area; and

WHEREAS, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the “PPIP”) as a vehicle to help support those endeavors. The PPIP Policy is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, DEVELOPER has submitted a PPIP application for redevelopment of the former Makinson Hardware building, a mixed-use real estate project that will include 4,680 SF of retail space, 2,600 SF of executive office mini-suites, 1,755 SF of climate-controlled storage, 7,280 SF of residential apartments, located at 308 Broadway, Kissimmee, FL, 34741 (the “Project”), attached hereto and incorporated herein as Exhibits “B” and “C”; and

WHEREAS, grant funds will be used to preserve and restore the historically significant building and business for the City of Kissimmee through adaptive reuse of the building and property, and to bring people and events to Downtown Kissimmee; and

WHEREAS, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded the PPIP grant.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Exhibits.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
“A”	PPIP Policy
“B”	Z Family Assets, LLC PPIP Application
“C”	Project Description

3. **Term.** This Agreement shall commence on the above stated effective date and shall continue until DEVELOPER fulfills its grant obligations, not to exceed five (5) calendar years from the date of execution, unless earlier terminated as provided in this Agreement.
4. **Eligible Incentives.** DEVELOPER shall receive a PPIP grant in the amount of One Hundred and Ninety-One Thousand Dollars (\$191,000.00).
5. **Grant Conditions and DEVELOPER Obligations.**
 - a. DEVELOPER agrees that all PPIP grant funding shall be used to preserve and restore the historic Makinson Hardware building located at 308 Broadway, Kissimmee, FL, 34741. DEVELOPER agrees to restore the building and create a multi-use project, which includes restaurants, offices and 10 multi-family apartment units. DEVELOPER agrees to utilize historical artifacts in the redevelopment project and to display artifacts intended to preserve the historic legacy of “Makinson Hardware.”
 - b. DEVELOPER agrees to follow the procedures outlined in the CRA’s PPIP policy and acknowledges receipt thereof.
 - c. DEVELOPER’s failure to meet the eligibility requirements and all obligations outlined in the PPIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for any and all funds which may have been dispersed.

d. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.

6. **CRA Obligations.** The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of \$191,000. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.
7. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: Downtown Kissimmee Community Redevelopment Agency
City of Kissimmee, Development Services
Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Olga Sanchez de Fuentes
101 Church Street
Kissimmee, Florida 34741

DEVELOPER: Z Family Assets, LLC
Attn: Zachary Parsons
117-B Broadway
Kissimmee, Florida 34741

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. CRA may terminate this Agreement immediately with notice to DEVELOPER in the event of any breach of the conditions of the Agreement by DEVELOPER, including non-performance of duties. In the event of termination, DEVELOPER shall be required to

reimburse the CRA for any grant funding received, if performance measures were not achieved.

9. **Severability.** All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.
13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.
15. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect
16. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a Party hereto.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Z Family Assets, LLC

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Pioneer Project Incentive Program Policy

EXHIBIT B

Z Family Assets, LLC

Pioneer Project Incentive Program Application

EXHIBIT C

Project Description



DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY PIONEER PROJECT INCENTIVE PROGRAM POLICY

The Downtown Kissimmee Community Redevelopment Agency (CRA) Redevelopment Plan advises the use of developer incentives to attract private sector investment. The purpose of the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRAs that would otherwise not happen due to conditions outside of the developer's, the City's or the CRAs' ability to control or influence, such as, but not limited to exorbitant development impact fees by outside agencies or market conditions.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRAs and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A market rate or above residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attention to the CRA and/or fills an unmet need in the CRA. Qualified Targets Industry project are especially desirable.
- A mixed-use commercial and residential project achieving the standards above.

Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M

PPIP assistance includes one or any combination thereof of the following: *

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant - Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Projects with one or more of the following have a greater chance of being awarded:

- Maximum capital investment – Projects must demonstrate that the public investment committed to a project will leverage substantial private capital investment. A minimum investment ratio of 3:1, private to public investment, will be utilized for evaluation purposes. A greater leverage of private investment is desirable; however, meeting or exceeding the ratio threshold does not guarantee the request for assistance.
- Number of residential units- Development of 20 or more units in a standalone residential project or 10 or more units in a mixed-use project.
- Public-use facilities- park or parkette, tourism and visitation amenities, public meeting space, parking facilities, electric vehicle charging stations, streetscape improvements, public infrastructure improvements.
- Jobs created- The jobs must pay an average annual wage that is 115% of the Osceola County average wage. (2021: 115% = \$43,081).
- Connection with the CRA Redevelopment Plans- Fulfills one or more of the goals and objectives in the Plan or development of an opportunity site.

Eligibility Requirements

1. The applicant must clearly identify that there is a financial need for public investment in the project.
2. The project will be consistent with the CRA's Design and Technical Standards and the City of Kissimmee Form Based Code.
3. Public benefits outlined in the application, in addition to the new capital investment resulting from the project, will strengthen the evaluation of the application.
4. Properties must be current on their taxes, or be made current upon a change in ownership of the property. Tax exempt projects are not eligible to participate in this program.
5. If the applicant is not the owner of the property, the property owner must provide authorization for the applicant to apply.
6. The applicant will be required to provide information related to their financial feasibility of the project, in order to assess financial risks and assess the level of public support requested by the applicant.
7. Assistance is available once per property, per a five-year period.
8. Applicants that have received any CRA funding for the two preceding years are ineligible.

Submittal Requirements and Approval Process

1. Contact CRA Manager Samia Singleton at samia.singleton@kissimmee.gov or 407-518-2587 to determine eligibility.
2. Submit the completed PPIP application with all supporting documentation. Incomplete applications will not be accepted. **SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.**
3. Staff will evaluate the application a to determine whether or not the project is eligible for assistance.
4. If the project is eligible, staff will perform a Tax Increment Funding (TIF) analysis of the project to determine the level of assistance the CRA will provide.
5. Once the TIF analysis is complete, the application and proposed CRA contribution will be included on the next City Commission agenda for the DKCRA Boards' recommendation. Applicants are encouraged to be present and prepared to discuss the project.
6. After the board meeting, staff will notify the applicant of their approval or denial in writing. No work can commence prior to receiving written notification to proceed (letter or email).
7. If the CRA approves the application, an agreement between all parties will be required and shall include all of the public and private commitments and payment reimbursement schedule.
8. For the duration of the improvements, the applicant shall post a sign, to be provided by the CRA, which indicates the project has been approved as a CRA pioneer project site.



**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)
PIONEER PROJECT INCENTIVE PROGRAM APPLICATION**

All applications will be considered on a case-by-case basis at the sole discretion of the Downtown Kissimmee CRA.

APPLICATION FORM

(Please Print)

APPLICANT NAME: <u>Z Family Assets, LLC</u>		
CONTACT PERSON (if Corporation): <u>Zachary Parsons</u>		
ADDRESS: <u>117-B Broadway</u>		
CITY: <u>Kissimmee</u>	STATE: <u>Florida</u>	ZIP: <u>34741</u>
TELEPHONE: <u>352-262-2336</u>	FAX: _____	
EMAIL ADDRESS: <u>parsonszack@hotmail.com & raycparsons@hotmail.com</u>		

APPLICANT BUSINESS STRUCTURE:
(PLEASE CHECK ALL THAT APPLY)

Sole proprietorship/Individual	☐
C-Corporation	☐
S-Corporation	☐
Limited Liability	☒

PROJECT SITE ADDRESS:		
ADDRESS: <u>308 Broadway</u>		
CITY: <u>Kissimmee</u>	STATE: <u>Florida</u>	ZIP: <u>34741</u>
PROJECT SQ FT: <u>18,000sf</u>		
PARCEL ID: <u>222529217000200040</u>		

BASE REAL PROPERTY VALUE:		
Most recent tax assessed value	\$ <u>275,300</u>	YEAR: <u>2022</u>

DOES THE APPLICANT OWN THE PROPERTY?

☒

YES

☐

NO

IF NOT:

A. PLEASE LIST THE OWNER(S) OF THE PROPERTY OR PROPERTIES ASSOCIATED WITH THIS APPLICATION AND ATTACH OWNERSHIP AUTHORIZATION.

B. DOES THE APPLICANT INTEND TO ACQUIRE THE PROPERTY?

BRIEF PROJECT DESCRIPTION (MAY INCLUDE DETAILED SUMMARY WITH THE CONSTRAINTS OR OBSTACLES IN DEVELOPING SITE, AS A SEPARATE ATTACHMENT):

PLEASE REFERENCE ADDITIONAL DESCRIPTION

TOTAL ESTIMATED PRIVATE CAPITAL INVESTMENT FOR THE PROJECT.

Real property - construction value

\$ 2,400,000

Personal property (business) – only if known through a tenant lease or ownership

\$ 150,000

PLEASE LIST ALL PUBLIC INCENTIVE(S) REQUESTED WITH KNOWN OR ESTIMATED VALUE

	VALUE
Kissimmee CRA Pioneer Grant	\$ 350,000
	\$
	\$
	\$
	\$

TOTAL ESTIMATED VALUE OF ALL PUBLIC INCENTIVES:

\$ 350,000

DOES THE APPLICANT HAVE ALL THE PRIVATE MATCH FUNDING IN PLACE TO COMPLETE THIS PROJECT: YES OR NO

If No, please explain:

Yes

LIST PUBLIC BENEFITS AND QUANTIFY IF KNOWN:

To preserve and restore a major historically significant building and business legacy for Kissimmee, through adaptive use of the building and property, and to bring people and events to the historic downtown.

DOCUMENT & INFORMATION CHECK LIST:

- ☒ Ownership authorization or Affidavit of Ownership
- ☒ Site plan, conceptual plan elevations, floor plans, estimates
(Licensed Engineer, Licensed Architect)
- ☒ Preliminary Project Schedule
- ☒ Commercial description- office, retail tenant base of the project, units, square feet, target lease rate
- ☒ Residential description – number of units, market sales price, market lease rates, target buyer or lessee.
- ☒ Résumé of the developer or development team, related development experience, and financial statement
- ☒ Business and financial feasibility information for the proposed project:
 - Development Pro-Forma – development costs, sources and uses, cash flow analysis, debt coverage ratio, supportable debt and gap identification
 - Lease agreement if leasehold / land lease
 - Tenant commitments
 - Project financing – letters of intent from bank or lending institution
 - Ownership and equity positions

The 308 Broadway Building is more commonly known as "The Makinson Hardware Building". It was sold to our company by the Makinson family because of our appreciation of the architectural value of the hardware store building and our understanding of the historical legacy of 120 years of business and contribution to the Kissimmee settlement. The building is the arguably the most historically significant structure in the Kissimmee downtown area. It is our intention, with the help of the Pioneer Grant, to restore the building and create a multi-use project, which includes restaurants, offices and 10 multi-family apartment units. The Makinsons also contributed many historical artifacts that will be utilized in the project design and displayed to preserve the historic legacy of "Makinson Hardware". The project also includes a pavilion to be used for public gatherings, social events intended to promote the historic downtown area. that will be utilized in the project design and displayed to preserve the historic legacy of "Makinson Hardware". The project also includes apavilion to be used for public gatherings, social events intended to promote the historic downtown area.

The Pioneer Grant would assist with the following expenses:

1. Purchase the historic site:	\$1,500,000.00
2. Assist in the cost of impact fees:	\$180,000.00
3. Restore existing facades:	\$110,000.00
4. Costs of adaptive-use improvements:	\$315,000.00
5. Environmental contamination:	\$25,000.00
6. Construction of pavilion:	\$145,000.00
7. <u>Fire sprinklers/alarms:</u>	<u>\$125,000.00</u>
TOTAL:	\$2,400,000.00

CERTIFICATION BY APPLICANT:

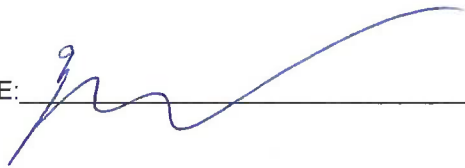
The applicant certifies that all the information in this application, and all information furnished in support of this application, is given for obtaining funds or other financial considerations from the Downtown Kissimmee CRA, and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. Evidence of this authority must be attached.

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in confidence and used for no other purposes by the Downtown Kissimmee CRA however, certain information provided is subject to Public Records Law of the State of Florida. I have received and reviewed the program guidelines in this application package, prior to submitting this application.

SIGNATURE: _____



DATE: _____

2-16-2022

Please email any questions to samia.singleton@kissimmee.gov.

Overview

308 Broadway

308 Broadway

Kissimmee, Florida 34741

Purchase Info

Square Feet	18,414
Purchase Price	\$1,500,000
Initial Cash Invested	\$895,000

Income Analysis

	Monthly	Annual
Net Operating Income	\$22,708	\$272,490
Cash Flow	\$17,374	\$208,490

Financial Metrics

Cap Rate (Purchase Price)	18.2%
Cash on Cash Return (Year 1)	23.3%
Internal Rate of Return (Year 10)	24.0%
Sale Price (Year 10)	\$2,443,342



308 Broadway is a mixed-use real estate project that will include 4,680sf of retail (2 units @ \$10,000 Total Monthly Gross), 2,600 of executive office mini-suites (10 units @ \$5,500 Total Monthly Gross), 1,755sf of climate-controlled storage (9 units @ \$3,600 Total Monthly Gross), 7,280sf of residential apartments (10 units @ \$10,550 Total Monthly Gross).

Purchase Price: \$1,500,000

Projected Construction Costs: \$965,000

Projected Gross Revenue: \$29,650/Month

Pre-Leased Revenue: \$17,450/Month



Purchase Analysis

308 Broadway
308 Broadway
Kissimmee, Florida 34741

Purchase Info	
Purchase Price	\$1,500,000
- First Mortgage	-\$1,600,000
- Second Mortgage	-\$0
= Cash Back from Lender	-\$100,000
+ Buying Costs	\$30,000
+ Initial Improvements	\$965,000
= Initial Cash Invested	\$895,000
Square Feet	18,414
Cost per Square Foot	\$81
Monthly Rent per Square Foot	\$1.61

Mortgages	First	Second
Loan-To-Cost Ratio	106.67%	0%
Loan-To-Value Ratio	106.67%	0%
Loan Amount	\$1,600,000	\$0
Loan Type	Interest-Only	
Term	20 Years	
Interest Rate	4%	
Payment	\$5,333.33	\$0.00

Financial Metrics (Year 1)	
Annual Gross Rent Multiplier	4.2
Operating Expense Ratio	19.4%
Debt Coverage Ratio	4.26
Cap Rate (Purchase Price)	18.2%
Cash on Cash Return	23.3%

Assumptions	
Appreciation Rate	5.0%
Vacancy Rate	5.0%
Income Inflation Rate	4.0%
Expense Inflation Rate	3.0%
LTV for Refinance	0.0%
Selling Costs	\$60,000

Income	Monthly	Annual
Gross Rent	\$29,650	\$355,800
Vacancy Loss	-\$1,482	-\$17,790
Operating Income	\$28,168	\$338,010

Expenses (% of Income)	Monthly	Annual
Cleaning & Maintenance (4%)	-\$1,250	-\$15,000
Insurance (4%)	-\$1,200	-\$14,400
Taxes (6%)	-\$1,750	-\$21,000
Utilities (3%)	-\$800	-\$9,600
Landscaping (0%)	-\$60	-\$720
Internet (1%)	-\$200	-\$2,400
Security (1%)	-\$200	-\$2,400
Operating Expenses (19%)	-\$5,460	-\$65,520

Net Performance	Monthly	Annual
Net Operating Income	\$22,708	\$272,490
- Mortgage Payments	-\$5,333	-\$64,000
- Year 1 Improvements	-\$0	-\$0
= Cash Flow	\$17,374	\$208,490

Buy and Hold Projection

308 Broadway
 308 Broadway
 Kissimmee, Florida 34741

Income	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Gross Rent	\$355,800	\$370,032	\$384,833	\$416,236	\$450,201	\$506,414	\$616,130
Vacancy Loss	-\$17,790	-\$18,502	-\$19,242	-\$20,812	-\$22,510	-\$25,321	-\$30,807
Operating Income	\$338,010	\$351,530	\$365,592	\$395,424	\$427,690	\$481,094	\$585,324

Expenses	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Cleaning & Maintenance	-\$15,000	-\$15,450	-\$15,914	-\$16,883	-\$17,911	-\$19,572	-\$22,689
Insurance	-\$14,400	-\$14,832	-\$15,277	-\$16,207	-\$17,194	-\$18,789	-\$21,781
Taxes	-\$21,000	-\$21,630	-\$22,279	-\$23,636	-\$25,075	-\$27,400	-\$31,764
Utilities	-\$9,600	-\$9,888	-\$10,185	-\$10,805	-\$11,463	-\$12,526	-\$14,521
Landscaping	-\$720	-\$742	-\$764	-\$810	-\$860	-\$939	-\$1,089
Internet	-\$2,400	-\$2,472	-\$2,546	-\$2,701	-\$2,866	-\$3,131	-\$3,630
Security	-\$2,400	-\$2,472	-\$2,546	-\$2,701	-\$2,866	-\$3,131	-\$3,630
Operating Expenses	-\$65,520	-\$67,486	-\$69,510	-\$73,743	-\$78,234	-\$85,489	-\$99,105

Income Analysis	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Net Operating Income	\$272,490	\$284,045	\$296,081	\$321,681	\$349,456	\$395,605	\$486,219
- Mortgage Payments	-\$64,000	-\$120,359	-\$120,359	-\$120,359	-\$120,359	-\$120,359	-\$120,359
- Improvements	-\$0	-\$0	-\$0	-\$0	-\$0	-\$0	-\$0
= Cash Flow	\$208,490	\$163,686	\$175,722	\$201,322	\$229,097	\$275,246	\$365,860
Cap Rate (Purchase Price)	18.2%	18.9%	19.7%	21.4%	23.3%	26.4%	32.4%
Cap Rate (Market Value)	17.3%	17.2%	17.1%	16.8%	16.6%	16.2%	15.6%
Cash on Cash Return	23.3%	18.3%	19.6%	22.5%	25.6%	30.8%	40.9%
Return on Equity	N/A	147.3%	69.3%	36.0%	25.7%	18.9%	14.2%

Loan Analysis	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Market Value	\$1,575,000	\$1,653,750	\$1,736,438	\$1,914,422	\$2,110,651	\$2,443,342	\$3,118,392
- Loan Balance	-\$1,600,000	-\$1,542,596	-\$1,482,854	-\$1,355,967	-\$1,218,531	-\$990,658	-\$544,617
= Equity	-\$25,000	\$111,154	\$253,584	\$558,455	\$892,119	\$1,452,684	\$2,573,776
Loan-to-Value Ratio	101.6%	93.3%	85.4%	70.8%	57.7%	40.5%	17.5%
Potential Cash-Out Refi	-\$1,600,000	-\$1,542,596	-\$1,482,854	-\$1,355,967	-\$1,218,531	-\$990,658	-\$544,617

Sale Analysis	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Equity	-\$25,000	\$111,154	\$253,584	\$558,455	\$892,119	\$1,452,684	\$2,573,776
- Selling Costs	-\$63,000	-\$66,150	-\$69,458	-\$76,577	-\$84,426	-\$97,734	-\$124,736
= Proceeds After Sale	-\$88,000	\$45,004	\$184,126	\$481,878	\$807,693	\$1,354,950	\$2,449,040
+ Cumulative Cash Flow	\$208,490	\$372,176	\$547,898	\$937,480	\$1,381,504	\$2,159,840	\$3,800,545
- Initial Cash Invested	-\$895,000	-\$895,000	-\$895,000	-\$895,000	-\$895,000	-\$895,000	-\$895,000
= Net Profit	-\$774,510	-\$477,820	-\$162,975	\$524,359	\$1,294,197	\$2,619,790	\$5,354,586
Internal Rate of Return	N/A	N/A	-8.6%	14.0%	20.8%	24.0%	24.9%
Return on Investment	-87%	-53%	-18%	59%	145%	293%	598%

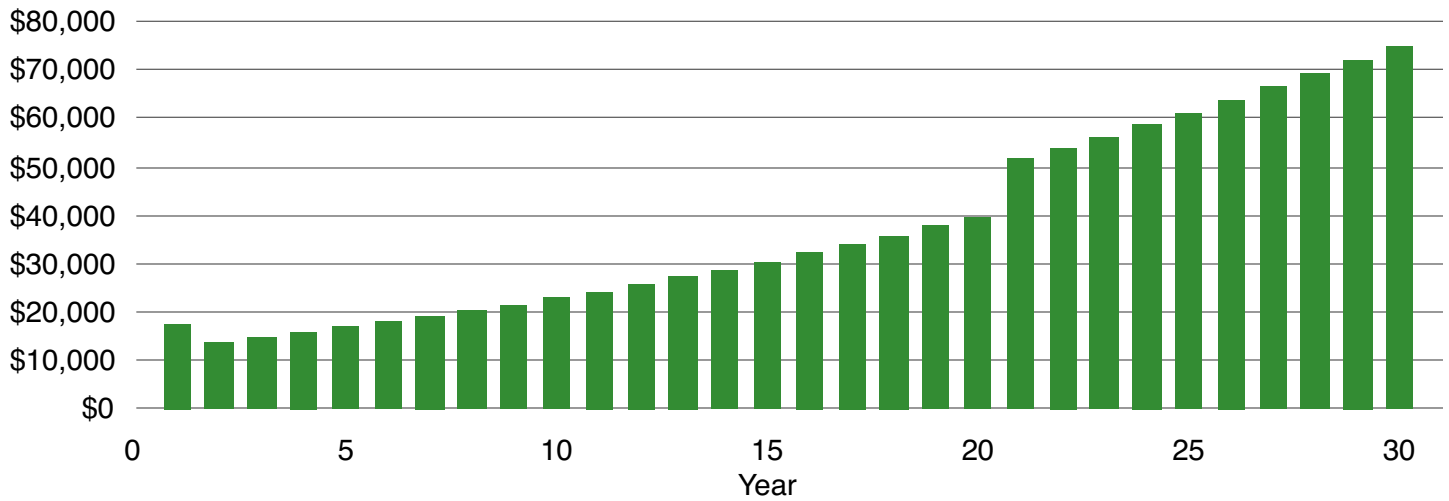
Graphs

308 Broadway

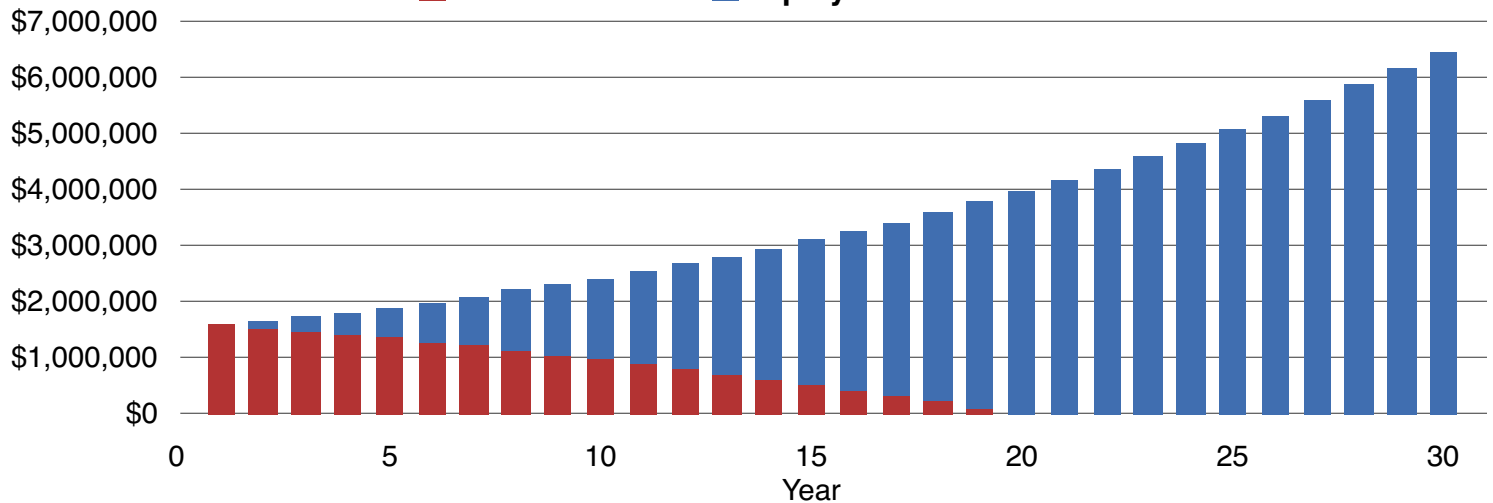
308 Broadway

Kissimmee, Florida 34741

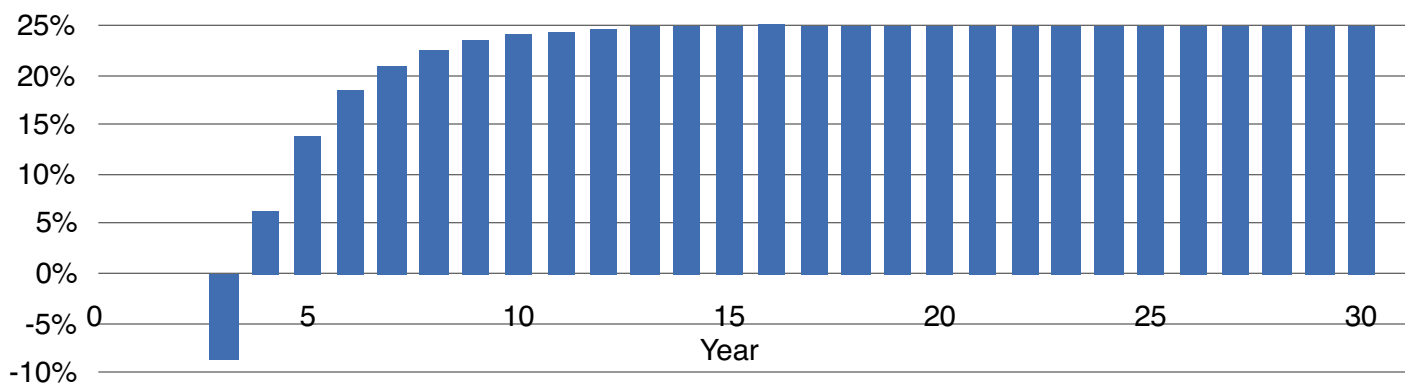
Monthly Cash Flow



■ Loan Balance + ■ Equity = Market Value



Internal Rate of Return (IRR)



ITEM 8.C

Appointment to the MetroPlan Orlando Citizen Advisory Committee

Request

Staff requests Commission direction regarding the appointment of a non-voting citizen representative to MetroPlan's Community Advisory Committee.

Explanation

Staff was recently notified by MetroPlan Orlando of the need for the Commission to consider a new appointment for the following position:

MetroPlan Community Advisory Committee - At-Large citizen representative: MetroPlan has informed us that the Commission's current appointee, Mr. Edmund Cid, has not attended a committee meeting in over a year. This position represents the voice of the citizens of Kissimmee on transportation planning matters. As a result, staff requests the Commission consider replacing Mr. Cid with a new citizen representative to the committee.

Applications for the vacant position are attached to the agenda for consideration.

Recommendation

Staff recommends that the Commission make a citizen appointment the MetroPlan Community Advisory Committee.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (2022) MPO Bryant Coleman Update Application (3-10-2022)
2. (2022) MPO Amanda Wilkerson Updated Application (03-09-2022)
3. (2021) 07-15-2021 MPO and OCLCB Kimberly McEachern (Osceola County (07-15-2021)
4. (2015) 11-02-2015 MPO _ HPB _ PAB Joni Dougherty Application (11_02_2015) _ Requested Updated Application 3_9_2022

Linda Hansell

From: notifications@zohoforms.com
Sent: Thursday, March 10, 2022 10:14 AM
To: Melissa ZayasMoreno; CITY CLERK
Subject: Advisory Board Application: Bryant Coleman
Attachments: AdvisoryBoardMemberApplication.pdf; Bryant_Coleman_Resume.docx

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Bryant Coleman has been submitted. The application has requested to serve on the following boards: (1) MetroPlan Citizen Advisory Committee and (2) MetroPlan Citizen Advisory Committee.

Name	: Bryant, Coleman
Address	: 2115 Lepi Lane, Kissimmee, FL, 34744, United States
Phone	: 773-512-4658
Alternate Phone	:
Email	: Bryantqc@yahoo.com
Name of Employer	: Walt Disney World
Employer City	: Orlando
Business Phone	: 407-824-6596
Please select an alternate advisory board you wish to serve on.	: MetroPlan Citizen Advisory Committee
Please select the primary advisory board you wish to serve on.	: MetroPlan Citizen Advisory Committee
Are you a resident of the City of Kissimmee?	: Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee?	: No, I do not own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	: Unite Here Local 737
Do you have any special skills or certifications?	: Communication, 17yrs Hospitality, Associates degree, Microsoft Word, Excel, Adobe, Apple, and most importantly, driven by compassion.
Are you a member of any of the following minority groups?	: African American
Are you physically disabled?	: No, I am not physically disabled.
Please attach your resume or proof of qualification and/or licenses.	: Bryant_Coleman_Resume.docx

City of Kissimmee Advisory Board Member Application

Name *

Bryant

First

Coleman

Last

Address *

2115 Lepi Lane

Street Address

Kissimmee

City

FL

State/Region/Province

34744

Postal / Zip Code

United States

Country

Phone *

773-512-4658

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

Bryantqc@yahoo.com

Name of Employer *

Walt Disney World

Employer City

Orlando

Business Phone

407-824-6596

Please select an alternate advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

Please select the primary advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Unite Here Local 737

Do you have any special skills or certifications?

Communication, 17yrs Hospitality, Associates degree, Microsoft Word, Excel, Adobe, Apple, and most importantly, driven by compassion.

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☒ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☐ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.



Bryant_Coleman_Resume.docx



PROFILE

Born in Chicago, IL, I moved to Central Florida to pursue job opportunities and independence. I have worked for WDW for 15yrs and have acquired an array of skills from communication to organization.

I am building a Multi-Media Company titled Gem Haus Media where I utilize my computer tech, writing and multi-media skills.

I have tons of personality and very respectful of people and their journey.

Participated in voter registration drives and a successful political campaign for Orlando City Commissioner District 6.

CONTACT

PHONE:
773-512-4658

WEBSITE:
GemHaus.wordpress.com

EMAIL:
Bryantqc@yahoo.com

HOBBIES

Art & Photography
Organizing
Basketball
Baseball
Podcasting, Vlogging & Blogging

BRYANT COLEMAN

Professional

EDUCATION

Southern Illinois University

2001-2003

Computer Science Major, Event Organizer and Radio/Tv Producer.

John A Logan Community College

2003-2005

English Literature and Journalism Associates

Sports Editor for Student Newspaper

WORK EXPERIENCE

Walt Disney World 2005-Current

College Program Internship 2005 – 2008

- Food and Beverage at Disney's Hollywood Studio and Magic Kingdom

Full-time FOH 2008 – 2013

- Coordinator, Trainer, General Teller and Volunteer at Epcot, Animal Kingdom and Magic Kingdom

Tipped F&B 2013 – Current

- Food and Beverage Server

Local 737 Unite-Here Labor Union 2017-Current

Shop Steward, Organizer, Voter Registration, Deputy Campaign Manager and Volunteer

SKILLS

Communication	80%
Computer Literacy	85%
Leadership	100%
Research	80%
Organizing	75%

Linda Hansell

From: notifications@zohoforms.com
Sent: Wednesday, March 9, 2022 1:53 PM
To: Melissa ZayasMoreno; CITY CLERK
Subject: Advisory Board Application: Amanda Wilkerson
Attachments: AdvisoryBoardMemberApplication.pdf; Wilkerson_CV_Updated_Spring_2022.pdf

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Amanda Wilkerson has been submitted. The application has requested to serve on the following boards: (1) MetroPlan Citizen Advisory Committee and (2) MetroPlan Citizen Advisory Committee.

Name : Amanda, Wilkerson
Address : 603 Stanford Lane, Kissimmee, Florida, 34744, United States
Phone : 8503211106
Alternate Phone :
Email : avw@amandawilkerson.com
Name of Employer : University of Central Florida
Employer City : Orlando
Business Phone : 407-823-2000
Please select an alternate advisory board you wish to serve on. : MetroPlan Citizen Advisory Committee
Please select the primary advisory board you wish to serve on. : MetroPlan Citizen Advisory Committee
Are you a resident of the City of Kissimmee? : Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee? : No, I do not own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on. : I am actively involved in providing diverse, collaborative, and creative leadership for community groups in and around central Florida. I work for, to name a few, the NACCP's Osceola Branch in Kissimmee, where I provide my knowledge and skills to the education committee. In addition, I am asked to develop grant proposals that require collaborating with federal programs to help local organizations. To date, I am the recipient of the prestigious National Science Foundation Grant.
Do you have any special skills or certifications? : As a highly qualified academic, I have a variety of talents and professional qualifications that will benefit the work I endeavor to do with the City of Kissimmee. First and foremost, I am an accomplished grant writer. That aforementioned competence is bolstered by my grant writing certification. I hold a doctorate in higher education and policy studies and have authored 22 research publications on how to approach community participation holistically in order to enhance student achievement. In addition, I have given presentations at national and international conferences where my knowledge on vital community involvement programs has been sought.
Are you a member of any of the following minority groups? : African American
Are you physically disabled? : No, I am not physically disabled.

Please attach your resume or : Wilkerson_CV_Updated_Spring_2022.pdf
proof of qualification and/or
licenses.

City of Kissimmee Advisory Board Member Application

Name *

Amanda

First

Wilkerson

Last

Address *

603 Stanford Lane

Street Address

Kissimmee

City

Florida

State/Region/Province

34744

Postal / Zip Code

United States

Country

Phone *

8503211106

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

avw@amandawilkerson.com

Name of Employer *

University of Central Florida

Employer City

Orlando

Business Phone

407-823-2000

Please select an alternate advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

Please select the primary advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

I am actively involved in providing diverse, collaborative, and creative leadership for community groups in and around central Florida. I work for, to name a few, the NACCP's Osceola Branch in Kissimmee, where I provide my knowledge and skills to the education committee. In addition, I am asked to develop grant proposals that require collaborating with federal programs to help local organizations. To date, I am the recipient of the prestigious National Science Foundation Grant.

Do you have any special skills or certifications?

As a highly qualified academic, I have a variety of talents and professional qualifications that will benefit the work I endeavor to do with the City of Kissimmee. First and foremost, I am an accomplished grant writer. That aforementioned competence is bolstered by my grant writing certification. I hold a doctorate in higher education and policy studies and have authored 22 research publications on how to approach community participation holistically in order to enhance student achievement. In addition, I have given presentations at national and international conferences where my knowledge on vital community involvement programs has been sought.

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☒ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☐ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.

 Wilkerson_CV_Updated_Spring_2022.pdf

CURRICULUM VITAE

AMANDA WILKERSON

University of Central Florida

Higher Ed. | Student Personnel

College of Community Innovation and Education Orlando, Florida
32816

Telephone: (407) 513-2758

E-mail: amanda.wilkerson@ucf.edu

EDUCATIONAL BACKGROUND

- Aug 2016 Doctorate in Higher Education
University of Central Florida
College of Education and Human Performance
- Dissertation Title: *Access and student success: An examination of the
perceptions and experiences of first-year seminar
professionals at Florida Historically Black Colleges and
Universities*
- May 2006 Master of Science (M.S.), in Political Science
Florida A&M University
- May 2002 Bachelor of Science (B.S.), Major: *Political Science*, Minor: *Law*
Florida A&M University

ACADEMIC POSITIONS

Assistant Professor (tenure-earning) University of Central Florida
(2019—present) Higher Education
College of Community Innovation and Education
Orlando, Florida 32816-1250

Responsibilities include teaching graduate level courses (2/2 teaching load); developing a doctoral course focused on community engaged research; serving on dissertation committees; maintaining an active research agenda and dissemination of scholarly publications; securing external funding; and participating in professional, university, college, school, and programmatic related service.

Visiting Scholar (research) Rutgers University
(2018-present) Graduate Sch. Of Education
Samuel DeWitt Proctor Institute
New Brunswick, New Jersey

Responsibilities consist of developing research material to include national reports, scholarly publications primarily focused on minority serving institutions; working under the tutelage of Dr. Marybeth Gasman expert HBCU researcher.

EDUCATIONAL EXPERIENCE

2010-2012 U.S. History Teacher
Horizon Middle
Kissimmee, Florida

Research Interest & Foci

- Educational Community Partnership: Explicating affirmative practices, policies, and organizing methods that improve community partnerships and involvement in student success.
 - Innovative Pedagogic Practices: Examining culturally relevant pedagogic approaches that develop, support, and or sustain equity competencies for instructional professionals.
 - Educational Success for Minoritized Students: Re-imagining destigmatizing strategies for students living and learning within urban educational ecosystems.
-

Books

20. Chapman, D., & **Wilkerson A.** (2020). *Student to scholar voices: Mentoring underrepresented scholars of color*. New York: Springer Press.
19. **Wilkerson, A.** & Samuels. (Accepted). Best Practices and Programmatic Approaches for Mentoring Educational Leaders.” Hershey: IGI Global.

Books Chapters (peer-reviewed)

18. Hodge, L., Stanislaus, E., & **Wilkerson, A.** (2021) *Click to Connect: An Ethic of Care Approach to Serving First-Generation Students Online*. In Bonous (Eds.), *Tale of two cities in one system: Bridging marginality in higher education*.
17. **Wilkerson, A.**, Colon, Z. (2021) *Community learning exchange: Uniting urban communities and school leaders to improve teacher education preparation in K-12 Title 1 urban schools*. In Chandler & Barron (Eds.), *Re-thinking School-University Partnerships: A new way forward*. Information Age.
16. West-White, C. & **Wilkerson, A.** (2020). *African American Parents and Decision Making*. In V. Gubnitskaia & C. Smallwood (Eds.), *Homeschooling and libraries: New solutions and opportunities*.

15. **Wilkerson, A.** (2019). *Steps towards a leap of faith: The journey of a female, working class, African American adult learner's road to the professoriate*. In A. Benoit & K. Stevens (Eds.), *Leaps of Faith: Stories from Working Class Scholars*.

Publications in Refereed Journals

National & International Refereed Journals

14. Marsh, L.T. & **Wilkerson, A.** (2021). Critical vigilance, counter-discourses, and counter-conduct: White Teachers attempt at resistance at one "no-excuses" urban charter school. *Teachers and Teaching*. (<https://doi.org/10.1080/13540602.2021.1933418>).
13. Samuels, S., **Wilkerson, A.** & Dacres, S. (2021). Why they struggle to stay: Black Women Educators reflect on the state of Teachers. *The Clearing House: A Journal of Educational Strategies, Issues, and Ideas*. (<https://doi.org/10.1080/00098655.2021.1907145>)
12. **Wilkerson, A.**, Stanislaus, E. & Hodge, L. (2021). Teaching First Year Seminar: The hidden curriculum of culture, history, and heritage at Historically Black Colleges and Universities. *Race and Pedagogy Journal: Teaching and Learning for Justice*. (<https://soundideas.pugetsound.edu/rpj/vol5/iss2/5/>)
11. **Wilkerson, A.**, Krsmanovic, M. & Stanislaus, E. (2021) Culturally Relevant Pedagogy as a Teaching Strategy: A Case Study of HBCU First-Year Seminar Pedagogical Practices. *Journal of The First-Year Experience & Students in Transition*. (<https://www.ingentaconnect.com/contentone/fyesit/fyesit/2021/00000033/00000002/art00003>)
10. **Wilkerson, A.**, Julio, M., Ceballos, M. (2021) Pedagogic practice as a form of social justice: Exploring conceptions of engaged pedagogy among Florida HBCUs. *Florida Journal Educational Research*.
9. Stanislaus, E., Hodge, L., **Wilkerson, A.** (2021) COVID-19: How will underrepresented groups fair in the job market? *Journal of Underrepresented and Minority Progress*.
8. **Wilkerson, A.**, Marsh, L.T., & Hodge, L. (2021) Encoding and decoding social justice teaching practices: A case study of a Latinx pre-service teacher in urban schools. *Journal of Urban Teaching and Learning*. (<http://julttr.online/index.php/julttr/issue/view/1/7>)
7. Marsh, L.T. & **Wilkerson, A.** (2021) Critical Vigilance, Counter-Conduct and Counter-Discourses: White Teachers' Attempt at Resistance at One "No Excuses" Urban Charter School. *Teachers and Teaching: Theory and Practice*. (<https://doi.org/10.1080/13540602.2021.1933418>)
6. Samuels, S., **Wilkerson, A.**, Watkins, W., & Chapman, D. (2021) Towards a conceptualization: Considering micro-affirmations as a form of culturally relevant pedagogy and academic growth for K-12 underserved student populations. *Journal of Negro Education*. (<https://www.jstor.org/stable/10.7709/jnegroeducation.89.3.0298>)
5. Hodges, L. **Wilkerson, A.**, Stanislaus, E. (2020) How can we help you? An exploration of what institutional websites reveal about first-generation support service. *Metropolitan*

Universities Journal. (<https://doi.org/10.18060/23360>)

4. **Wilkerson, A.**, Samuels, S. & Hodges, L. (2020) Out of the classroom, into the field: Re-framing field experiences for urban pre-service teachers. *Journal of Underrepresented & Minority Progress*. (<https://doi.org/10.32674/jump.v4i1.1158>)
3. **Wilkerson, A.**, Sims-Chapman, D., Bennet, J. & Carroll, P. (2019) Shifting our focus: Collaborating with urban communities to support African American students. *Journal of Urban Education Research and Policy Annuals*. (<https://journals.uncc.edu/urbaned/article/view/912>)
2. Hodge, L. Stanislaus, E., **Wilkerson, A.** (In Press) Make space for us: An exploration of Black college women fictive kinship. *Open Cultural Studies Journal*
1. **Wilkerson, A.**, & Samuels, S. (In Press) Workforce development, higher education institutions, and urban communities: Opportunities, obstacles, and observations. *Journal of Negro Education*.

Articles Submitted for Publication in Refereed Journals

- Wilkerson, A.**, Marsh, L.T., Hodge, L., Stanislaus, E, Glover, M., & Cowan, D. Towards conscientization: An examination of spirituality, education, and police practices in the age of Black brutality. *Dialogues in Social Justice*. (Revise & Resubmit).
- Marsh, L.T., **Wilkerson, A.**, & Colon, Z. Taking Responsibility: Institutional Agents of Color (Re)imagine Collaboration That Centers Community Stakeholders in University-Community Partnerships. *Community Development*. (Revise & Resubmit).
- Hodge, L. & **Wilkerson, A.** Ring the alarm: An exploration of supervision, job satisfaction, and well-being of housing professionals at a minority serving institutions. *The Journal of College and University Student Housing* (Revise & Resubmit)
- Samuels, S. & **Wilkeson, A.** Black Women Scholars in Academia: Mentorship and Microinvalidation. (Revise & Resubmit)
- Samuels, S. **Wilkerson, A.** & Acquaye, H. Black Women teachers, fugitive pedagogy and Brown v. Board: Freedom through resistance during Covid-19. *Teacher College Record* (Submitted for Review).
- Wilkerson, A.**, Samuels, S., & Bello, P. Fugitive pedagogy and teaching at historically Black colleges: Comprehending the critical need for reimagining instruction as a vital form of student support. *Journal of Diversity in Higher Education* (Submitted for Review).

Non-Refereed Publications (Selected)

Wilkerson, A. (2021) [A Call for Community](#). Osceola News-Gazette.

Gasman, M., Jones, B. Smithers, T., Hardaway, A., Griffin, T., Alkurdi, J.,
Wilkerson, A., Brinker, D. Trinh, T. & Tedesco, J. (2021) The power of
 Black Women Student Voters Report.
https://cmsi.gse.rutgers.edu/sites/default/files/BlackWomenVote_R4.pdf

Jones, B., Lo, P., **Wilkerson, A.** Xu, A., Hall, L., Cooper, K., Gonzalez, S., Gasman,
 M. (2020) [Modeling Inclusion: HBCUs and LGBTQ+ Support. CMSI
 Research Report](#).

Wilkerson, A., (2020). [Who Will Be the Educational Architects After COVID-19.](#)
DiverseEducation. April 30.

Wilkerson, A., (2019). [The Nature of Faculty Impact at Historically Black Colleges
 and Universities](#). MSIUnPlugged.

Wilkerson, A. (2019). [Cookman Wildcats, Community or Chaos?](#) MSIUnPlugged

Media Coverage

AACTE Ed Prep. [Member Spotlight: Amanda Wilkerson](#). Featured January 2022.

UCF Today. [New Study Examines Political Socialization at Historically Black Universities.](#)
 Featured October 2021.

CCIE News. [UCF Researchers Awarded Grant to Study Impacts of Culturally Relevant Political
 Messaging](#). Featured September 2022.

UCF Today. [UCF Study Finds University Websites Lack Easy Access for First-Generation
 Students](#). Featured April 2020.

Grant and External Funding (179,500.00 awarded)

Campbell, L. (PI), Marsh L.T., **Wilkerson, A.** & Eadens, D. **Submitted**, 2021 (Co-Principal
 Investigator). Racial Equity: *ReImagining STEM Education: A Participatory 360-degree
 Community View of Racial Inequities* for Racial Equity in STEM Education. National
 Science Foundation. \$ 2,000,000.

Wilkerson, A. (Principal Investigator). **Awarded** 2021.
Culturally Relevant Messaging and the Political Socialization of HBCU Students.
 National Science Foundation, Washington, D.C. \$122,000.00
 Research Credit: Wilkerson
 Fast Lane Proposal Number: 2116552

Marsh, L. T., Lee, YJ, & **Wilkerson, A. Unfunded**, 2021 (Co-Principal Investigator-In Preparation). *Re-W.I.R.E. #WhatIsRacialEquity? Racial Healing and Empowerment for Social Change*. Kellogg Foundation.
\$20,000,000.00

Eadens, D., Sandoval, J., **Wilkerson, A., Unfunded**, 2021 (Co-Principal Investigator-Submitted 2020). *Academic Educational Enrichment through Conflict Management Skills Mentoring in Early Childhood*. Spencer Foundation.
\$500,000.00

Wilkerson, A. & McLaren Turner, C. **Funded**, 2021(Co-Principal Investigator). *Improving Transfer Student Learning and Academic Success Through Peer Academic Coaching*. UCF Seed Funding Special Initiative Award, Orlando, FL.
\$40,000.00

Eadens, D., Sandoval, J., **Wilkerson, A., Funded**, 2020 (Co-Principal Investigator). *Academic Educational Enrichment through Conflict Management Skills Development*. UCF Downtown Interdisciplinary Research Initiative.
\$12,500.00

Shillingford-Butler, **A. Wilkerson**, Gill, M. & Marsh L.T., **Funded**, 2020 (Co-Principal Investigator). *Understanding how multiply-marginalized Black youth and children make meaning of COVID-19*. APA Small Grant.
\$5,000.00

Professional Conferences International Proceeding

Samuels, S. **Wilkerson, A.** (2022, April). Fighting despite amputated spirits: Why Black women stay in the classrooms. (AERA), San Diego, California.

Mash, L.T., **Wilkerson, A.**, & Colon, Z. (2021, April). Taking Responsibility: Institutional agents of color. (Re)imagine collaboration that centers community stakeholders in university community partnership (AERA), Virtual.

Wilkerson, A., & Samuels, S. (2019, April). Theory and Practice of micro-affirmations and culturally relevant pedagogy in the English Language Arts Classroom. American Educational Research Association (AERA), Toronto, Canada.

National Proceedings

Wilkerson, A. (2022, March). Navigating the Job Market: From Application to Contract Negotiation. Holmes Scholars American Association of Colleges for Teacher Education (AACTE).

McLaren-Turner, C., **Wilkerson, A.**, & Johnson, J. (2021, November) Catalyzing Transfer Student Success Through Peer Academic Coaching. Association for Studies in Higher Education (ASHE).

Wilkerson, A. (2020). Teaching and learning through a DEI lens in times of COVID-19. Professional and Organizational Development (POD) Network in Higher Education. Virtual.

- Wilkerson, A.,** Chapman, D. (2020). Disrupting inequities and educating for change: Student to Scholar: Decoding and Encoding Challenges for Diversifying the Faculty Pipeline. AACTE Annual Meeting. Atlanta, Georgia.
- Wilkerson, A.,** Banks, D. & Stuart-Wells, A. (2020). Achieving equity in education systems. Indicators of education equity: Inquiry, evidence and impact. Institute for Urban and Minority Education Teachers College, New York City, New York.

State Proceedings

- Wilkerson, A.** (2020). Engaging the Community for Student Success and Family Support. UCF Teacher Quality Partnership.
- Wilkerson, A. & Hodge, L.** (2020). How Colleges and Universities Communicate with Vulnerable Students Through Their Websites. Florida Consortium of Florida Metropolitan Universities. Virtual.
- Wilkerson, A. & Hodge, L.** (2019). Out of the Classroom into the Field: Supporting High Needs Students Through Community Empowerment. Educational Strategies & Student Engagement Institute. Orlando, Florida.
- Wilkerson, A. & Hodge, L.** (2019). Voices of Urban Pre-Service Teachers. Sunshine State Teaching and Learning Conference. Daytona Beach Shores, Florida.

Invited Reviewer

- | | |
|------|---|
| 2021 | Reviewer Journal of Higher Education |
| 2020 | Proposal reviewer for the 2021 American Association of Colleges for Teacher Education Conference. |
| 2020 | Proposal reviewer for the 2021 American Education Research Association Education Conference. |
-

Editorial Board Experience

- | | |
|------|---|
| 2018 | Guest Editor, <i>Journal of Urban Education Research and Policy Studies</i> |
|------|---|

TEACHING AND SUPERVISION EXPERIENCE

Courses Taught:

University of Central Florida
College of Community Innovation and Education

EDH 6407: Ethical & Legal Issues in Student Personnel

A practitioner course surveying studies of ethical and legal issues in College Student Personnel. (*Graduate, face-to-face*) Summer 2020

EDH 6634: Student Personnel Services in Higher Education

A basic introduction to student personnel services which covers philosophy, history, functions, theory, and issues. (*Graduate, face-to-face*) Fall 2020

EDH 6047: Theories of College Student Development

Study of the composition of student populations in American colleges and universities and the theories and factors within the learning environment which support student development. (*Graduate, face-to-face*) Spring 2021

Teaching Enhancement Activities**2021 Team Based Learning Cohort**

University of Central Florida

Developmental Course- Aide faculty members in differentiating instructional approaches that leads supporting greater student collaboration.

2019 Winter Faculty Development Conference

University of Central Florida

Programmatic assessment – Developed programmatic assessment plan for first-year seminars at HBCUs to align with updated state and national accreditation standards.

Dissertation Committees

Co-Chair:

Education PhD

Darryl Gordon

Committee Member

C&I EdD

Tiana Tucker

Educational Leadership EdD

Courtney Allen

Michael Furlong

Stephanie Rivera-Velazquez

Education PhD

Norma Altidor

PROFESSIONAL SERVICE AND GOVERNANCE

University Service

University of Central Florida

College Level

- Research Council Committee (Present)
- Grad Council Committee Alternate (2019—*present*)

Department Level

- Accreditation document review (*present*)
- Departmental Newsletter (2019-2020)

Professional Service

- American Association of Colleges of Teacher Education (AACTE) Appointed Board Member for Holmes Scholars (2020—*present*)

School and Community Service

- Chair ACT-SO, NAACP, Osceola Branch. (2019— *present*)
- Parramore Education Innovation District (PEID) Community Partnerships Chair (2019-*Present*)

Professional Memberships and Affiliations

Adult Higher Education Alliance (AHEA)
American Educational Research Association (AERA)
Association for Studies in Higher Education (ASHE)
Florida Research Association (FERA)

City of Kissimmee Advisory Board Member Application

Name *

First

Last

Address *

Street Address

City

State/Region/Province

Postal / Zip Code

Country

Phone *

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

Name of Employer *

Employer City

Business Phone

Please select an alternate advisory board you wish to serve on. *



Please select the primary advisory board you wish to serve on. *



City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident. Address listed is in Osceola County Taxing District 300

Do you own or operate a business in the City of Kissimmee? *

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Do you have any special skills or certifications?

Restaurant manager experience

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☒ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.



20210629_134230.jpg

Linda Hansell

From: notifications@zohoforms.com
Sent: Thursday, July 15, 2021 1:45 PM
To: CITY CLERK; Melissa ZayasMoreno
Subject: Advisory Board Application: Kimberly McEachern
Attachments: 20210629_134230.jpg; AdvisoryBoardMemberApplication.pdf

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Kimberly McEachern has been submitted. The application has requested to serve on the following boards: (1) Osceola County Land Conservation Board and (2) MetroPlan Citizen Advisory Committee.

Name	: Kimberly, McEachern
Address	: 4501 W Vine St, Kissimmee, FL, 34746, United States
Phone	: 4078703474
Alternate Phone	:
Email	: kgmceachern71@gmail.com
Name of Employer	: White Castle
Employer City	: Orlando
Business Phone	:
Please select an alternate advisory board you wish to serve on.	: Osceola County Land Conservation Board
Please select the primary advisory board you wish to serve on.	: MetroPlan Citizen Advisory Committee
Are you a resident of the City of Kissimmee?	: Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee?	: No, I do not own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	:
Do you have any special skills or certifications?	: Restaurant manager experience
Are you a member of any of the following minority groups?	: None of the above
Are you physically disabled?	: No, I am not physically disabled.
Please attach your resume or proof of qualification and/or licenses.	: 20210629_134230.jpg

Kimberly McEachern

kgmceachern71@gmail.com | 407-870-3474

4501 W Vine ST, Kissimmee, FL 34746

PROFESSIONAL SUMMARY

Good at troubleshooting dealing with irate customers problems and building successful solutions. Excellent verbal and written communicator with strong background cultivating positive relationships and exceeding goals.

SKILLS

- Time management
- Task prioritization
- Detail oriented
- Customer relations
- Payment processing
- Complex problem-solving

EXPERIENCE

Crew Member

White Castle – Orlando, FL | May 2021 - Current

- Maintained high cleanliness and health code standards.
- Kept order wait times low with fast order taking and payment processing.
- Delivered great service to every guest.
-
- Displayed proper image to customers following company dress code and uniform standards.
- Addressed customers with friendly greetings and conversations.
- Prepared foods according to menu standards, safety policies, and company policies
-

Camera car driver

Rapid Recovery Agency – orlando, FL | February 2017 - June 2020

- looking for units wanted by the bank or finance company, speaking with customers.

Cashier

Walt Disney World – Orlando, FL | June 2010 - February 2016

- helping guest order food and anything else they may need.
- Maintained clean, organized, and well-stocked checkout areas.
- Balanced cash drawer at beginning and end of each shift.
- Provided information to customers on products or services.
- Explained promotions and special offers to customers.
- Engaged with customers while completing cash register transactions.
- Trained new retail team members in customer service and company policies.



**CITY OF KISSIMMEE
ADVISORY BOARD MEMBER APPLICATION**

(Please print or type all information)

Name: Joni Dougherty Date: 11/2/15

Address: 814 Brack Street

City: Kissimmee State: FL Zip Code: 34744

Home Phone: _____ Mobile Phone: 407-496-5101

E-mail: JoniDougherty@aol.com

Employer: _____

City: _____ Business Phone: _____

Are you a resident of the City of Kissimmee? ☒ Yes ☐ No

Do you own or operate a business in the City of Kissimmee? ☐ Yes ☐ No

Are you a member of any of the following minority groups: (FL State Statutes 760.80)

☐ African-American ☐ Asian ☐ Hispanic ☐ Native American

☐ American Woman ☐ Physically Disabled Person

Do you have any special skills or certification? Notary Public, in process UCF Nonprofit Management Master
(Example: Engineer, Contractor, Teacher, Historian, Tradesman, etc.) Photographer, Sub-Teacher

I am interested in serving on the following board(s):

1st Choice: Historic Board 2nd Choice: MetroPlan Citizen/ Planning Advisory Board

Qualifications/Experience (you may attach a resume):

City of Kissimmee Advisory Boards

Airport Advisory Board
Board of Adjustment
Building Trades & Examining Board
Charter School Advisory Board
Code Enforcement Board
Community Redevelopment Agency (2)
Fire Pension / Police Pension Boards
Flora Ridge Educational Facilities Board
Gateway Advisory Committee (County)

Greater Osceola Partnership for Economic Prosperity (GOPEP)
Historic Preservation Board
Housing Advisory Board
Osceola County Historical Society
Osceola County Land Conservation Board
MetroPlan Citizen Advisory
Parks & Recreation Advisory Board
Planning Advisory Board

PLEASE RETURN TO: City of Kissimmee
ATTN: City Clerk's Office
101 Church Street
Kissimmee, FL 34741

Office of the City Clerk • 407.518.2308 • cityclerk@kissimmee.org

updated 3/15

ITEM 9.A
City Manager

Request

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 9.B

City Attorney

Request

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 9.C
City Commission

Request

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager

Presenter:

Attachment(s):

None