



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 21, 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 for five new Police Officers

3.B Economic Development Qualified Targeted Industry (QTI) Company Unveiling

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

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 May 24, 2022 Workshop and June 7, 2022 Commission meeting

7.B Economic Development Incentive Agreement with Kissimmee Professional Plaza, LLC

7.C Award of Continuing Services Contract for Geotechnical Engineering Services

7.D Acceptance of donations from Kissimmee Police Explorers Post 802

7.E Authorization to accept funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

7.F Purchase a dump truck from Florida Kenworth LLC using the Florida Sheriffs Association Contract, FSA20-VEH18.0

7.G Award of Design Services Contract to METRO Consulting Group, LLC for the West Hill Street Sidewalk Project.

7.H Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Airmethods Corporation

7.I Award of Contract Bid IFB2022-002 for Citywide Asphalt Milling, Resurfacing, and Concrete Repair Services

7.J Leaders Airport Investments, LLC. Lease Termination

7.K Transfer of funds for Rescue Unit 112 Re-Chassis

8. DISCUSSION ITEMS

8.A Acceptance of Qualified Electors for Seat # 2 and Seat # 4

8.B General Election Resolution in Support of Election Proclamation and Designation of Names to Appear on the Ballot

8.C Annual Advisory Board Appointments and Vacancies

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 for five new Police Officers

Request

Swearing in and administering an oath to five new police officers.

Explanation

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

The new police officers to be sworn in are:

Edenid Munoz
Rosalyn Espiet
Andres Contramaestre
Darius Culpepper
Jaiquan Owens

Department: Police
Presenter: Jeffrey Odell

Attachment(s):

1. Swearing in Oath 5 Police Officers



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



June 21, 2022

I, Edenid Munoz, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Edenid Munoz
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



June 21, 2022

I, Rosalyn Espiet, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Rosalyn Espiet
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



June 21, 2022

I, Andres Contramaestre, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Andres Contramaestre
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



June 21, 2022

I, Darius Culpepper, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Darius Culpepper
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



June 21, 2022

I, Jaiquan Owens, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Jaiquan Owens
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police

ITEM 3.B

Economic Development Qualified Targeted Industry (QTI) Company Unveiling

Request

Presentation to introduce a new medical QTI company, Kissimmee Professional Plaza LLC.

Explanation

The Kissimmee Economic Development Office would like to introduce Dr. Seela Ramesh, principal of Kissimmee Professional Plaza LLC, a medical QTI company to the City Commission.

Kissimmee Professional Plaza, LLC has purchased 1821 Armstrong Blvd, a former movie theater, which has been vacant for a number of years. The company plans to completely remodel the facility to accommodate a new medical center, increasing the medical services available to our community. The plans call for the creation of an outpatient surgical center; offering medical specialty clinics; a laboratory for blood work; a radiology center, and space for ancillary medical providers, such as physical therapy. The project is estimated to be a \$5 million investment and create over 30 new jobs, with a company average wage exceeding \$55,000 (2021 = 137% Osceola County Average Wage).

Renderings of the changes to the property are attached to this agenda item.

Department: City Manager
Presenter: Belinda Kirkegard

Attachment(s):

1. 1821 Armstrong Blvd Renderings

1821 Armstrong Blvd



front view

1821 Armstrong Blvd



side view



ITEM 7.A**Approval of City Commission Minutes from the May 24, 2022 Workshop and June 7, 2022 Commission meeting****Request**

Request Commission approval of the May 24, 2022 and June 7, 2022 Commission Minutes.

Explanation

Minutes of the Commission Workshop held on May 24, 2022, and the June 7, 2022 regular meeting are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. Commission Workshop Minutes - May 24 2022
2. Commission Minutes - June 7 2022



**MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 24, 2022 AT 2:00 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
Members Absent: Commissioner Felix Ortiz, City Clerk Linda Hansell

Mayor Gonzalez called the meeting to order at 2:00 PM.

2. DISCUSSION ITEMS

2.A Presentation on Updates to the Parks and Recreation Department

City Manager Steigerwald addressed the Commission and reviewed the topics that would be discussed as outlined in the agenda item.

Steve Lackey, Parks & Recreation Director, introduced himself and various members of the Parks & Recreation Department to include their roles and how they support the operations. He then reviewed and discussed a PowerPoint Presentation attached to the agenda. The Commission engaged with staff to better understand operations dealing with events, grant funding, the future of venues, and the development of Lancaster Ranch Park. As part of the presentation, Director Lackey discussed the following:

Events

- Upcoming events, procedures, and policies about activities are occurring this year and into the future at Lakefront Park.
- Collaboration for more activities in downtown Kissimmee in partnership with Kissimmee Main Street.

Commissioner Fisher asked if a radio in a rented pavilion is considered a prohibited item/activity. Director Lackey explained it's not prohibited, but there are maximum volumes and limits outlined within the rental pavilion agreement.

Commissioner Alvarez sought clarification on noise levels for major events that impact downtown residents. Director Lackey clarified that the City has a policy that restricts how long and how late amplified sound can occur to be respectful to downtown residents. Commissioner Alvarez also recommended that staff consider repositioning the stage, so the sound travels away from Lakefront Park and over the water.

City Manager Steigerwald added that in addition to the major events, additional events such as "Movie in the Park" and Fishing Tournaments and other smaller events still take place during the year.

Director Lackey reiterated that staff works throughout the year on many other types of events and activities beyond the major signature events. Director Lackey presented the calendar for the upcoming events at Lakefront Park.

Commissioner Fisher questioned how particular groups like motorcycle clubs could be restricted. Director Lackey responded, our intention is not to keep them out, but we have a process that is currently being updated that will address different types of events and groups.

Grants

- Mark E. Durbin Hockey Rink
- Fortune Road Athletic Complex Batting Cages
- Quail Hollow Community Garden
- Oak Street Community Center Pavilion & Playground

Civic Center Future Utilization

- Study and cost estimates are in progress for potential conversion of arena & ballrooms to convention space.
- Continue to utilize arena for wide range of events, recreational programming, and community use.
- Positioned to convert to convention space to attract downtown hotelier.

Berlinsky Community House Project Update

- Working with Public Works to begin the process of designing a new building on existing footprint.
- Cost estimate: \$4.5 million with \$3.2 million currently budgeted.
- A \$500,000 grant was submitted to assist with the funding of this project.

Lancaster Ranch Park Project

- Phase 1A – The project will be a Construction Manager at Risk.
- Green Meadows Petting Farm will be located on the property with 8-acres opening planned for Spring of 2023.
- Lancaster Loop is part of the Shingle Creek Regional Trail and is being funded separately from Lancaster Ranch using funds from the Shingle Creek project. The Bike Trail is slated to be completed the end of 2022.
- Phase 1B – Lackey Parcel (50-acres) will come back to the Commission for

Florida Communities Trust (FCT) Grant.

Commissioner Alvarez asked about the status of cameras along the trail segments. Assistant City Manager Blake provided an update that the City has engaged a new vendor to help build a prototype with data backhaul that works for our needs. Assistant City Manager Blake clarified the first segment that has been prioritized focuses on an area between Dyer Boulevard and Thacker Ave. Commissioner Alvarez would like to see the safety of our citizens as a priority.

The Commission and Director Lackey continued to discussion items relating to the Lancaster Ranch Field House and other facilities slated for the future. Additional questions were asked on restroom maintenance and hours of operations relating to the restrooms being accessible to the public.

Commissioner Alvarez asked if boat slips are being used to the best of our abilities. Steve Lackey stated all boat slips are at capacity. Commissioner Alvarez recommended looking at modifying how slip rentals work so that people can use them for short-term rentals like weeks or months instead of an entire year.

City Manager Steigerwald told the commission about an upcoming ribbon cutting in partnership with the Early Learning Coalition (ELC) to reveal a learning trail at the Mark E. Durbin Community Park. He will forward an invitation for them to attend on June 21, 2022.

Director Lackey advised the Commission that if any non-profit or church groups approach them to volunteer or help, please notify him and he would be able to connect them with Manager Rod Bargaineer. Parks & Recreation has several shovel ready projects that volunteers can help complete.

3. **ADJOURNMENT** There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 3:20 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 7, 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, Deputy City Clerk Tameara Crespo
Members Absent: City Clerk Linda Hansell

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 Proclamation - Caribbean Heritage Month

City Manager Steigerwald read a proclamation in honor of Caribbean Heritage Month as the Mayor and Commissioners presented the proclamation to Mr. Lloyd Phillips.

Mr. Phillips expressed his appreciation for the recognition.

3.B Proclamation - Juneteenth Day

City Manager Steigerwald read a proclamation in honor of Juneteenth Day as the Mayor and Commissioners presented the proclamation to Ms. Deloris McMillon.

Ms. McMillon voiced her gratitude and briefly educated the audience on the importance of black history.

3.C Employee of the Month for June - Josue Mourino

That the City Commission join the City Manager in recognizing Josue Mourino, Public Works & Engineering, as June's Employee of the Month.

City Manager Steigerwald reviewed the attributes of Mr. Mourino that led to his nomination and selection as June Employee of the Month.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Ordinance to Annex 1.19 acres of land: Tangelo Circle, AX-22-0001 - Proposed Ordinance # 22-08

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 1.19 acres of property located east of Old Vineland, and north of W. Vine St.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3059 by title.

Planner Brenda Ryan provided an overview of the property to be annexed. She clarified that when the City considers annexations, its only assessing whether the property is abutting City property, and this particular property does. After holding the Public Hearing staff recommends approval.

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

Commissioner Fisher moved to approve Ordinance #3059. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.B Public Hearing - Final Reading - Ordinance amending the Future Land Use Plan to establish MF-MDR (Multi Family Medium Density Residential); LUPA-22-0002 - Proposed Ordinance # 22-10

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Recommendation of approval of a Land Use Plan Amendment (LUPA) to change the Future Land Use Map designation from County Low Density Residential (LDR) to City Multi Family Medium Density Residential (MF-MDR), on 1.19 acres of land east of Old Vineland Road, north of W. Irlo Bronson Memorial Highway, and west of Yates Rd.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3060 by title.

Planner Ryan provided information on the proposed land use changes from County Low Density Residential to City Multi-family Medium Density Residential, and explained the designation would support duplex, tri-plex, or multi-family residential developments which is consistent with surrounding property. After holding the Public Hearing staff recommends approval.

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

Commissioner Castano moved to adopt Ordinance #3060. Commissioner Fisher 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.

4.C Public Hearing - Final Reading - Ordinance amending the Zoning Map to establish T4-O (Neighborhood Open); ZMA-22-0001 - Proposed Ordinance # 22-11

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

Recommendation of approval of a Zoning Map Amendment (ZMA) to change the zoning designation from County Medium Density Residential (RM-3) to City Neighborhood Open (T4-0) on 1.19 acres of land east of Old Vineland Road, north of W. Irlo Bronson Memorial Highway, and west of Yates Rd.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3061 by title.

Planner Ryan detailed the recommended changes to the zoning designation that would continue to support the transitional development in the area. The applicant plans to develop residential which is consistent with preexisting development. After holding the Public Hearing staff recommends approval.

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

Commissioner Fisher moved to adopt Ordinance #3061. 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 carried 5 – 0

5. PUBLIC HEARINGS

5.A Public Hearing - Resolutions adopting Substantial Amendments to the CDBG 2019-2020, 2020-2021, and 2021-2022 Annual Action Plans

Approval of the City of Kissimmee Substantial Amendment to the CDBG 2019-2020, 2020-2021, and 2021-2022 Annual Action Plans and adopt the accompanying Resolutions.

Frances DeJesus, Development Services, detailed the HUD requirements for transitional projects as described in the agenda item and indicated substantial amendments were needed for compliance. Staff recommends amending the current plans and transferring funds from previous projects to new projects that include single family rehabilitations and ADA compliant side walks and facilities improvements for fiscal years 2019 – 2022. The 2020-2025 Consolidated Plan is also being updated to reflect the changes.

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

Commissioner Fisher made a motion to Adopt Resolution #10-22 (PY2019/2020), #11-2022 (PY2020/2021), and #12-2022 (PY2021/2022) and approve the Public Hearing. Commissioner Castano seconded the motion.

Motion carried 5 – 0.

5.B Public Hearing - AdventHealth PUD Amendment: PUD-22-0002

Approval of a PUD Amendment updating the sign standards for the Advent Health PUD.

Planner Ryan discussed proposed signage changes to the Advent Heath campus in efforts to further assist with the hospital's expansion. Staff recommends approval with one (1) condition: 1) This amendment does not affect any other design or use standards. Those standards not identified in the sign package shall be governed by the Land Development Code.

Commissioner Fisher made a motion to approve the Public Hearing. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

6. HEAR AUDIENCE

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. Commission Castano seconded the motion.

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the May 17, 2022, meeting
Request Commission approval of the May 17, 2022, Commission Minutes.
- 7.B Acceptance of 2021 Grant from the United States Department of Justice Office of Justice Programs
Approval of the acceptance of Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice Office of Justice Programs.
- 7.C Approval to Amend City Policy 1605: Charitable Giving and Sponsorship and transfer \$20,000 from the Commission Contingency Account to the Community Benefit Fund
Approval to amend Policy 1605: Charitable Giving and Sponsorship Policy and transfer \$20,000 from the Commission Contingency Account to the Community Benefit Fund to replenish the account.
- 7.D Authorization to extend and execute contract with All City Management Services for School Crossing Guard Management Services throughout the City for the 2022-2023 school year
The Police Department is requesting Commission authorization to extend and execute the current contract, in the total amount of \$539,421.12, with All City Management Services for the new 2022-2023 School Year. This company assumes all responsibilities for the City of Kissimmee School Crossing Guards.
- 7.E Approval to select The Lunz Group for RFQ 2022-002 and negotiate Engineering and Design Services for the Fire Station 15 project
Approve the selection committee's recommendation of the top ranked firm and authorize staff to negotiate an agreement with The Lunz Group for RFQ 2022-002, Engineering and Design Services for Fire Station 15.
- 7.F CDBG Award to the Opportunity Center, Inc. to rehabilitate 310 N. Clyde Avenue, Kissimmee, FL 34741 - \$150,000
Approval to award \$150,000 in Community Development Block Grant (CDBG) funds to the Opportunity Center, Inc. and for the Mayor to execute the Subrecipient Agreement.
- 7.G Jacaranda Replat - Final Plat (DRC# SR-22-0002)
Approval of the final plat known as Jacaranda Replat.
- 7.H CDBG Award to Osceola Council on Aging, Inc. to Make Repairs to 5 Homes Through CHORE Program - \$67,000
Approval to award \$67,000 in Community Development Block Grant (CDBG) funds to the Osceola Council on Aging, Inc. and for the Mayor to execute the Subrecipient Agreement.
- 7.I Approval of scholarship awards for four (4) Osceola High School seniors through the Celebrating Youth Success Award Program
The Police Department is requesting the Commission approve scholarship awards for four (4) Osceola High School seniors through the Celebrating Youth Success Awards (CYSA) program utilizing Law Enforcement Trust Fund (LETF) money.

7.J Purchase of a 2022 Street Sweeper

Approval to purchase a street sweeper from Environmental Products Group in the amount of \$259,311.51. This is funded by the Stormwater Utility Fund.

7.K Change Order No. 3 to amend the contract with Schuller Contractors for the Toho-Valencia Trail II project

Approval of final Change Order No. 3 in the amount of \$12,260.38 and previously approved Change Order No. 2 in the amount of \$25,836.72 under the contract with Schuller Contractors Inc., for the Toho-Valencia Trail II project. Approval of a transfer of funds from the Parks and Recreational Impact Fees to cover the costs in the total amount of \$38,097.10.

7.L Negotiation of the Construction Manager at Risk Contract for the Kissimmee Lancaster Ranch Park Phase 1 Project

Approval to negotiate an agreement with Arnco Construction, Inc. for Construction Manager at Risk services for the Kissimmee Lancaster Ranch Park Phase 1 project.

7.M Seventh Amendment to the Agreement between the City of Kissimmee and Waste Management of Orlando, Inc.

Approval and execution of the Seventh Amendment to the Agreement between the City of Kissimmee and Waste Management of Orlando, Inc.

7.N Purchase of a drop-wing mower from Everglades Equipment Group

Approval to purchase a drop-wing mower from Everglades Equipment Group in the amount of \$123,735.25.

7.O Resolution authorizing the execution of a Locally Funded Agreement for West Oak Street at John Young Parkway Widening Project and for the City Manager to execute any and all subsequent documents

Approval of the attached Resolution authorizing the Mayor to execute and deliver the Locally Funded Agreement and further authorizes the City Manager to execute and deliver any and all subsequent documentation to the Florida Department of Transportation (FDOT) the Locally Funded Agreement CEI Services contingency of the West Oak Street at John Young Parkway Intersection Improvements Project, FPN: 434916-2-62-02.

Resolution #13-2022 was adopted.

7.P Request to approve the transfer of three (3) surplus City parcels to Osceola Regional Hospital, Inc.

Approval of execution of three Special Warranty Deeds transferring parcels to Osceola Regional Hospital, Inc. and execution of the corresponding Anti-fraud Agreement. Staff also requests Commission authorization for the City Manager to execute any additional documents that may be needed to effectuate the land transfer.

8. DISCUSSION ITEMS

8.A Florida League of Cities Voting Delegate 2022

The request is for the City Commission to decide on a voting delegate for the Florida League of Cities 96th Annual Conference being held August 11-13, 2022 at the Diplomat Beach Resort in Hollywood, Florida.

City Manager Steigerwald stated the appointed designee would vote on behalf of the City on business and legislative decisions made by the Florida League of Cities during the Annual Conference.

Mayor Gonzalez made a motion to appoint Commissioner Fisher. Commissioner Castano seconded the motion.

Motion carried 5 – 0.

8.B Annual Advisory Board Appointments/Reappointments and Vacancies

The Commission is requested to reappoint or replace Board members with terms expiring May 31, 2022 and make an appointment to fill a vacancy on the Historic Preservation Board due to the death of a Board Member. Commissioners reviewed a Board of Adjustment application ("Exhibit A").

Commissioner Fisher made a motion to appoint Stephen Fisher to the Board of Adjustment. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

Commissioner Alvarez made a motion for a thirty (30) day extension for Seat #3 appointment to Historic Preservation Board. Commissioner Fisher seconded the motion.

Motion carried 5 - 0.

Mayor Gonzalez made a motion for a thirty (30) extension for Seat #5 appointment to Historic Preservation Board. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the audience about the upcoming Juneteenth Festival at Lakefront Park from 12:00 pm to 5:00 pm on June 18, 2022.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a good evening.

Commissioner Ortiz, nothing.

Commissioner Alvarez offered his condolences to the Fisher family on the death of [retired Police Officer Tim Fisher]. He further expressed his appreciation for Robert Tarr, known as "Back up Bob" who recently passed away.

Commissioner Fisher reminded the audience that June 6th was the anniversary of D-Day and we should never forget.

Mayor Gonzalez apologized that she would not be in attendance at the upcoming Juneteenth Festival but expressed excitement about the event.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:22 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Annual Advisory Board Appointments/Reappointments
Application - Stephen Fisher
Item 8.B.

ITEM 7.B

Economic Development Incentive Agreement with Kissimmee Professional Plaza, LLC

Request

City Commission Approval of Economic Development Incentive Agreement with Kissimmee Professional Plaza, LLC

Explanation

Kissimmee Professional Plaza, LLC has purchased 1821 Armstrong Blvd, a former movie theater, which has been vacant for a number of years. The company plans to entirely remodel the facility for it to become a medical center, increasing the medical services available to our community. The plans call for the creation of an outpatient surgical center; offer medical specialty clinics; a laboratory for blood work; a radiology center, and it will also accommodate ancillary medical providers like physical therapy. The project is estimated to be a \$5 million investment and create over 30 new jobs, with a company average wage exceeding \$55,000 (2021 = 137% Osceola County Average Wage).

As the facility is outside the Kissimmee Medical Arts District, they are only eligible for broader economic development incentives. Eligible incentives include:

- * 5 Day Building Permit Fast Track Process (in-kind value)
- * Brownfield Building Permit Fee Waiver (est. \$28,200 value)
- * Building Life Safety or ADA Retrofit Rebate (up to \$25,000 value)
- * Kissimmee Mobility Fee Waiver (no estimated fees at this time but eligible if warranted)
- * KUA Partnership: Commercial Line Extension Fee Waiver (over \$10,000 value)

The total cash impact of incentives to the Kissimmee Economic Development Fund amounts to \$53,200. Please note, all these cash incentives are performance based and allocated in the form of rebates or reimbursements, after the company has fulfilled their job creation and investment requirements.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603-503434			\$349,132	\$53,200

Financial Summary:

The total cash impact of incentives to the Kissimmee Economic Development Fund amounts to \$53,200, which is available in the economic development division's "Other Contract Services" account #0001-10-1060-512-503434.

Recommendation

City of Kissimmee

Staff recommends approval of the Economic Development Incentives Agreement with Kissimmee Professional Plaza, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):

1. Kissimmee Prof Plaza QTI Contract 5-2022

CITY OF KISSIMMEE

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**” and **KISSIMMEE PROFESSIONAL PLAZA, LLC**, hereinafter referred to as “**COMPANY**”

WHEREAS, Company currently operates a medical business and is committed to establishing their business in the City of Kissimmee, and is the type of business City desires to increase employment opportunity for the citizens of the City; and

WHEREAS, City designated an economic development incentive program to accomplish its goals to increase employment opportunities and increase wages and salaries; and

WHEREAS, Company completed the Kissimmee Economic Development Application; and

WHEREAS, City reviewed the application and determined Company is eligible for certain City economic development incentives pursuant to City Policy 601; and

WHEREAS, City notified Company of available economic incentives, and Company returned the Eligible Incentives document, attached hereto as Exhibit A and made a binding part hereof, indicating the incentives Company would like to receive; and

WHEREAS, Company is expanding into a Kissimmee designated Brownfield Area, as reflected in City Resolution 42-2011 Establishing Local Brownfield Area - thus eligible for those incentives (Waiving Building Review and Permit Fees); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which Company shall receive Economic Development Incentives funding from City.

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. **Term.** This Agreement shall commence on the above stated effective date and shall continue until Company fulfills grant obligations, not to exceed three (3) calendar years from the date of execution, unless earlier terminated as provided in this Agreement.
3. **Eligible Incentives.** Company agrees to follow the procedures outlined in the City's Economic Development Incentives Policy 601, and applicable Annexes and Resolutions. Company acknowledges receipt of the policy and applicable annexes.
4. **Grant Conditions and Company Obligations.** Failure of Company to meet the following conditions to the satisfaction of City shall be considered a default of this Agreement, and Company may be required to reimburse City for any and all funds dispersed and/or fees waived.

Company shall:

- a. Provide certified payroll spreadsheets annually evidencing the number of employees working for company and their respective salaries, so City may calculate and confirm Company's average wage thresholds exceed the required minimum amount of \$46,113.00. This is the required rate for 2022.
 - b. Meet and perform obligations outlined in the economic incentive program, City Policy 601 and applicable Annexes.
 - c. Create and maintain a minimum of 10 jobs as part of Company's establishment, with the projected number being 30 new jobs, with a company average wage exceeding \$50,000.
5. **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: City of Kissimmee, City Manager's Office
Attn: Economic Development Director
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Olga Sanchez de Fuentes
101 Church Street
Kissimmee, Florida 34741

COMPANY: Kissimmee Professional Plaza LLC
Attn: Dr. Seela Ramesh
1821 Armstrong Blvd.
Kissimmee, Florida 34741

6. **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. City may terminate this Agreement immediately with Notice to Company in the event of any breach of the conditions of the Agreement by Company, including non-performance of duties. In the event of Termination, Company shall be required to reimburse the City for any grant funding received, if performance measures were not achieved.
7. **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.
8. **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.
9. **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.
10. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.
11. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
12. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.

13. **Entire Agreement.** This Agreement, any Exhibits hereto, City Policy 601, and the applicable Annexes, as well as Kissimmee Resolution 42-2011 Establishing Local Brownfield Area 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. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Exhibit, or other attachment, the terms of this Agreement will control.

14. **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk



Signature

Printed Name:

SEELA RAMKISH

Title:

OWNER

APPROVED AS TO FORM:

City Attorney



EXHIBIT A - ELIGIBLE INCENTIVES
PROJECT: KISSIMMEE PROFESSIONAL PLAZA

5 DAY BUILDING PERMIT FAST TRACK PROCESS

INITIAL HERE FOR ACCEPTANCE: SR

- Company will work respective City departments to facilitate this expedited permit process.

BROWNFIELDS BUILDING PERMIT FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: SR

- Estimated fee to be waived is \$28,200

BUILDING LIFE SAFETY OR ADA RETROFIT REBATE

INITIAL HERE FOR ACCEPTANCE: SR

- Reimbursement of costs towards the retrofitting/upgrading of a facility to meet current building codes for ADA or Life Safety standards - up to \$25,000.

KISSIMMEE MOBILITY FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: SR

- No Mobility Fee's expected for this redevelopment project, however, waiver available should any be charged.

KUA COMMERCIAL LINE EXTENSION FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: SR

- Applicant's fees will be waived for the respective parcel being developed.
Value estimated to begin at \$10,000.

ITEM 7.C

Award of Continuing Services Contract for Geotechnical Engineering Services

Request

Approval to award continuing services contract for geotechnical engineering services to (1) Geotechnical and Environmental Consultants Inc., (2) Nadic Engineering Services, (3) Professional Services Industries Inc., (4) S&ME Inc. and (5) Universal Engineering Sciences Inc.

Explanation

On February 20, 2022, the Engineering division advertised in two local newspapers requesting Statements of Qualification (SOQ) from consulting firms for a continuing geotechnical engineering services contract.

Final submissions for SOQs were due to the City by March 15, 2022. In response to this request, the Engineering division received SOQs from seven (7) geotechnical engineering firms throughout central Florida. The firms (listed alphabetically) were as follows:

- (1) Ardaman & Associates, Inc., Orlando, FL
- (2) Geotechnical and Environmental Consultants, Inc., Kissimmee, FL
- (3) MC Squared, Inc., Tampa, FL
- (4) Nadic Engineering Services, Inc., Orlando, FL
- (5) Professional Services Industries, Inc., Kissimmee, FL
- (6) S&ME, Inc., Orlando, FL
- (7) Universal Engineering Sciences, Inc., Orlando, FL

A consultant selection committee consisted of the Public Works & Engineering staff including an Engineering Manager, Lead Engineering Technician, Stormwater Engineer II and Engineer II to determine the ranking of the firms who submitted proposals. This review was conducted on March 29, 2022. Based on the committee's review, five (5) of the seven (7) firms were selected for the award of a continuing services contract with the City.

Award of a continuing geotechnical engineering services contract to multiple firms provides the City with increased flexibility. It allows the City to have several projects under design simultaneously, avoiding potentially overloading one firm with work and allows flexibility to tailor assignments to firms with strong qualifications in specific areas.

The continuing geotechnical services contract will be for a period of three (3) years with two (2) optional one-year extensions. Firms selected will provide various geotechnical work including but not limited to field exploration, laboratory testing, review, field testing, reports and technical support. Selected firms will provide a price proposal for the projects assigned to them. Each assignment shall be prepared as a contract addendum and submitted to the City Commission for approval as required.

Recommendation

Staff recommends City Commission approval to award continuing services contracts for geotechnical engineering services to (1) Geotechnical and Environmental Consultants Inc., (2) Nadic Engineering Services Inc., (3) Professional Services Industries Inc., (4) S&ME Inc., and (5) Universal Engineering Sciences Inc.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. RFQ Ranking Summary- Continuing Geotechnical Services
2. NADIC- 2022 Geotechnical Continuing Services Agreement
3. Geotechnical and Environmental Consultants Inc - 2022 Geotechnical Continuing Services Agreement
4. PSI - 2022 Geotechnical Continuing Services Agreement (Revised)
5. Universal Engineering Sciences - 2022 Geotechnical Continuing Services Agreement
6. S&ME continuing Service Agreement

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Reviewer:

Robert Tanaka Masiku

Date:

3/29/2022

	Geotechnical and Environmental Consultants, Inc.	MC Squared Inc	Nadic Engineering	PSI	Total Points	Notes:
Firm:	Ardaman & Associates, Inc					

A	Current USGSA SF 330.	10	10	10	10	10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	14	14	13	14	13	15
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	9	9	8	9	9	10
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	9	10	8	10	9	10
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	10	10	9	10	10	10
F	A minimum of three (3) client references, two of which should be Municipal, County or State Agencies. (Limit 1 page per client.)	10	10	10	10	10	10
G	A list of current projects.	10	10	10	10	10	10
H	Quality assurance policy of the firm.	10	10	10	10	10	10
I	FDOT Local Agency Project Certification (LAP)	15	15	15	15	15	15
Total		97	98	93	98	96	100

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Reviewer:

Robert Tanaka Masiku

Date:

3/29/2022

Firm:	S&ME	Universal Engineering Sciences			Total Points	Notes:
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A Current USGSA SF 330.

10

10

10

B Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.

13

14

15

C A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)

8

9

10

D A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)

8

10

10

E Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)

9

10

10

F A minimum of three (3) client references, two of which should be Municipal, County of State Agencies. (Limit 1 page per client.)

10

10

10

G A list of current projects.

10

10

10

H Quality assurance policy of the firm.

10

10

10

I FDOT Local Agency Project Certification (LAP)

15

15

15

Total	93	98			100	
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Score Card

RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Firms:	points	percentage
Ardaman & Associates, Inc	97	97%
Geotechnical and Environmental Consultants, Inc.	98	98%
MC Squared Inc	93	93%
Nadic Engineering	98	98%
PSI	96	96%
S&ME	93	93%
Universal Engineering Sciences	98	98%

Firms:	points	percentage
Geotechnical and Envii	98	98%
Nadic Engineering	98	98%
Universal Engineering	98	98%
Ardaman & Associates,	97	97%
PSI	96	96%
MC Squared Inc	93	93%
S&ME	93	93%

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Reviewer:

Nagel Altrui

Date:

3/28/2022

	Ardaman & Associates, Inc	Geotechnical and Environment al Consultants, Inc.	MC Squared Inc	Nadic Engineering	PSI	Total Points	Notes:
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A	Current USGSA SF 330.	10	10	10	10	10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	12	13	13	15	14	15
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	8	9	8	9	9	10
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	8	9	8	9	9	10
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	8	10	8	9	8	10
F	A minimum of three (3) client references, two of which should be Municipal, County of State Agencies. (Limit 1 page per client.)	8	9	8	9	8	10
G	A list of current projects.	8	10	8	9	9	10
H	Quality assurance policy of the firm.	9	9	9	9	9	10
I	FDOT Local Agency Project Certification (LAP)	12	14	12	14	13	15
Total		83	93	84	93	89	100

Reviewer:

Nagel Altrui

Date:

3/28/2022
Page 37 of 667

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

	Firm:	S&ME	Universal Engineering Sciences			Total Points	Notes:
A	Current USGSA SF 330.	10	10			10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	13	14			15	
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	9	9			10	
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	9	9			10	
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	9	9			10	
F	A minimum of three (3) client references, two of which should be Municipal, County or State Agencies. (Limit 1 page per client.)	9	9			10	
G	A list of current projects.	9	9			10	
H	Quality assurance policy of the firm.	9	9			10	
I	FDOT Local Agency Project Certification (LAP)	14	14			15	
Total		91	92			100	

Firms:	points	percentage
Ardaman & Associates, Inc	83	83%
Geotechnical and Environmental Consultants, Inc.	93	93%
MC Squared Inc	84	84%
Nadic Engineering	93	93%
PSI	89	89%
S&ME	91	91%
Universal Engineering Sciences	92	92%

Firms:	points	percentage
Geotechnical and Envii	93	93%
Nadic Engineering	93	93%
Universal Engineering :	92	92%
S&ME	91	91%
PSI	89	89%
MC Squared Inc	84	84%
Ardaman & Associates,	83	83%

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Reviewer:

RK

Date:

3/29/2022

	Ardaman & Associates, Inc	Geotechnical and Environment al Consultants, Inc.	MC Squared Inc	Nadic Engineering	PSI	Total Points	Notes:
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A	Current USGSA SF 330.	8	9	8	9	8	10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	10	13	12	13	12	15	
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	7	8	7	9	8	10	
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	5	9	6	7	8	10	
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	5	9	5	8	10	10	
F	A minimum of three (3) client references, two of which should be Municipal, County of State Agencies. (Limit 1 page per client.)	8	5	5	10	6	10	
G	A list of current projects.	6	10	6	8	9	10	
H	Quality assurance policy of the firm.	10	10	9	10	9	10	
I	FDOT Local Agency Project Certification (LAP)	4	12	0	8	15	15	
Total		63	85	58	82	85	100	

Reviewer:

Date:

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

	Firm:	S&ME	Universal Engineering Sciences			Total Points	Notes:
A	Current USGSA SF 330.	10	9			10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	15	14			15	
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	10	8			10	
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	10	10			10	
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	3	3			10	
F	A minimum of three (3) client references, two of which should be Municipal, County of State Agencies. (Limit 1 page per client.)	3	6			10	
G	A list of current projects.	8	8			10	
H	Quality assurance policy of the firm.	9	10			10	
I	FDOT Local Agency Project Certification (LAP)	12	0			15	
Total		80	68			100	

Firms:	points	percentage
Ardaman & Associates, Inc	63	63%
Geotechnical and Environmental Consultants, Inc.	85	85%
MC Squared Inc	58	58%
Nadic Engineering	82	82%
PSI	85	85%
S&ME	80	80%
Universal Engineering Sciences	68	68%

Firms:	points	percentage
Geotechnical and Envii	85	85%
PSI	85	85%
Nadic Engineering	82	82%
S&ME	80	80%
Universal Engineering Sciences	68	68%
Ardaman & Associates, Inc	63	63%
MC Squared Inc	58	58%

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Reviewer: Ramy Kamal

Date: 3/29/2022

Firm:	Ardaman & Associates, Inc	Geotechnical and Environmental Consultants, Inc.	MC Squared Inc	Nadic Engineering	PSI	Total Points	Notes:
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A	Current USGSA SF 330.	10	10	10	10	10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	13	12	14	15	15	
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	8	9	8	10	9	
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	8	9	9	9	10	
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	9	10	8	9	8	
F	A minimum of three (3) client references, two of which should be Municipal, County of State Agencies. (Limit 1 page per client.)	8	8	9	8	8	
G	A list of current projects.	8	10	9	9	9	
H	Quality assurance policy of the firm.	8	10	9	10	9	
I	FDOT Local Agency Project Certification (LAP)	12	14	12	14	13	
Total		84	92	88	94	91	100

Reviewer:

Date:

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

	Firm:	S&ME	Universal Engineering Sciences			Total Points	Notes:
A	Current USGSA SF 330.	10	10			10	
B	Summary (limit 2 pages per individual) of the professional credentials and experience of the firm's key members within the local office proposed to compose the project team.	14	15			15	
C	A short descriptive summary of the firms experience in Geotechnical Engineering Subsurface Exploration services. (Limit of 2 pages.)	9	9			10	
D	A description of services to be subcontracted and documentation of the qualifications and experience of the firm's and/or individuals providing the services. (Limit of 3 pages.)	9	10			10	
E	Examples of government and/or private appraisal projects which have been completed by the firm within Central Florida. (Limit of 3 pages.)	9	9			10	
F	A minimum of three (3) client references, two of which should be Municipal, County or State Agencies. (Limit 1 page per client.)	9	9			10	
G	A list of current projects.	10	9			10	
H	Quality assurance policy of the firm.	9	9			10	
I	FDOT Local Agency Project Certification (LAP)	14	14			15	
Total		93	94			100	

Firms:	points	percentage
Ardaman & Associates, Inc	84	84%
Geotechnical and Environmental Consultants, Inc.	92	92%
MC Squared Inc	88	88%
Nadic Engineering	94	94%
PSI	91	91%
S&ME	93	93%
Universal Engineering Sciences	94	94%

Firms:	points	percentage
Nadic Engineering	94	94%
Universal Engineering	94	94%
S&ME	93	93%
Geotechnical and Environmental	92	92%
PSI	91	91%
MC Squared Inc	88	88%
Ardaman & Associates	84	84%

Score Card
RFQ2022-004 Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Reviewer:

all

Date:

3/29/2022

Firms:	points	percentage
Ardaman & Associates, Inc	327	81.8%
Geotechnical and Environmental Consultants, Inc.	368	92.0%
MC Squared Inc	323	80.8%
Nadic Engineering	367	91.8%
PSI	361	90.3%
S&ME	357	89.3%
Universal Engineering Sciences	352	88.0%

Firms:	points	percentage
Geotechnical and Envii	368	92.0%
Nadic Engineering	367	91.8%
PSI	361	90.3%
S&ME	357	89.3%
Universal Engineering :	352	88.0%
Ardaman & Associates,	327	81.8%
MC Squared Inc	323	80.8%

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND NADIC ENGINEERING
FOR CONTINUING GEOTECHNICAL ENGINEERING,
ENVIRONMENTAL, MATERIAL AND CONSULTING TESTING SERVICES**

THIS AGREEMENT is made and entered into this **20 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **Nadic Engineering** whose address is 601 N Hart Blvd, Orlando, FL 32818, hereinafter "ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-004, titled "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **Nadic Engineering** is qualified to provide the services and desires to award a continuing services contract to ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the ENGINEER for the performance of the Assignment.

All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the ENGINEER.

- 3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.
- 3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.

- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the ENGINEER'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The ENGINEER will be notified of any questionable items contained in invoices submitted by the ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Addendum of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the CITY and the ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

ENGINEER:

Godwin Nnadi, P.E.
Nadic Engineering Services, Inc.
601 N. Hart Blvd, Orlando, FL 32818

SECTION 7. CHANGES IN SCOPE

The CITY or the ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or
- 8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the ENGINEER's services hereunder, the CITY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and the CITY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the CITY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Agreement and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Agreement unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the ENGINEER and the CITY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The Engineer shall provide prior notice to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 per claim and annual aggregate that protects the ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the ENGINEER, or any person or subconsultant employed by the ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the ENGINEER. The ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the CITY and the ENGINEER.

Any documents given to or prepared or assembled by the ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.
- 12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The ENGINEER shall also maintain the financial information and data necessary to determine overhead

rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

- 13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.
- 13.3 ENGINEER acknowledges 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, ENGINEER shall keep and maintain public records required by the CITY to perform the service.
- a. **If ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to ENGINEER'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.**
 - b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. ENGINEER shall 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 agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.
 - d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If ENGINEER does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

- g. If the ENGINEER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B - WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

- 21.1 In compliance with Section 448.095, Fla. Stat., ENGINEER 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. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, ENGINEER, 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. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the City for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that ENGINEER 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.* ENGINEER 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. ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement to become effective on the day and year first written above.

By: Godwin Nnadi
Godwin Nnadi

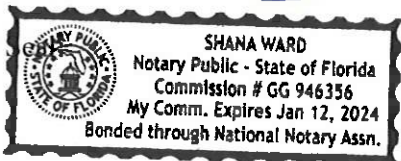
Title: Principal Engineer / CEO

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17th day of May, 2022,
by Godwin Nnadi means of ☒ physical presence or ☐ online notarization,
by Godwin Nnadi as Principal Engineer/CEO for Nordic Engineering Services, a
Florida corporation, who is personally known to me or has produced identification.

Notary



Notary: Shana Ward

Print Name: Shana Ward

My Commission Expires: 1/12/24

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the ENGINEER will provide Continuing Geotechnical Engineering Services for assistance in the processing of City construction projects. The services required include but are not limited to: determining if the bearing capacity and other soil characteristics are suitable to construct the proposed roadway and associated structures, exploring the soil stratigraphy in the retention areas, provide the results of the soil permeability test and estimating the normal seasonal high groundwater table at the boring locations.

Typical testing services shall include, but not be limited to, providing LBR's or FBV's; proctors for all fill and misc. materials; density testing of all back fill, pipe structures, subbase, road base and curb pads; asphalt road coring; solid cement breaks and concrete testing all in accordance with FDOT and AASHTO standard requirements.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK

FEE

1)

2)

3)

4)

5)

\$
-

Contract Dollars:

\$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction):

\$0.00

CONTRACT TOTAL DOLLARS:

\$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

Director, PW&E

(Signature)

City Commission Approval Date:

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

NADIC ENGINEERING SERVICES, INC.

2022 FEE SCHEDULE (RATE SHEET)

Professional Services					
<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Principal Engineer	hour	\$215.07	Engineer Intern	hour	\$86.82
Chief Engineer	hour	\$215.07	Senior Engineering Technician	hour	\$74.25
Chief Geologist	hour	\$215.07	Engineering Technician	hour	\$59.43
Senior Engineer	hour	\$181.74	Senior CADD/GIS Support	hour	\$86.82
Senior Geologist	hour	\$181.74	CADD/GIS Specialist	hour	\$74.25
Project Engineer	hour	\$162.63	Contract Coordinator	hour	\$100.00
Engineer/Geologist	hour	\$98.67	Secretary	hour	\$54.54
Project Manager	hour	\$162.63	Certified Welding Inspector	hour	\$105.00

Field Services					
<u>Crew & Equipment Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$550.00	Drill Rig and Crew – Truck/Mud Bug (2	hour	\$250.00
Mud Bug Rig Mobilization	each	\$750.00	Drill Rig and Crew – Truck/Mud Bug (3	hour	\$325.00
CPT Rig Mobilization	each	\$1,150.00	Drill Rig and Crew – B/T/A (3 person)	hour	\$525.00
Track Rig Mobilization	each	\$3,000.00	Field Permeability (0 – 10 ft) – Truck	each	\$430.00
Barge/Amphibious Mobilization - Crane	each	\$15,000.00	Field Permeability (10 – 25 ft) – Truck	each	\$500.00
Barge/Amphibious Mobilization - Ramp	each	\$12,500.00	Field Vane Shear Strength	each	\$500.00
Barge (without labor)	day	\$3,000.00	Hand Auger Boring with DCP	foot	\$25.00
Soil Survey/Concrete Coring/GPR	each	\$400.00	Double Ring Infiltrometer	each	\$600.00
Tripod Rig Mobilization	each	\$2,500.00	Direct Push Well Materials	foot	\$35.00
Support Boat Mobilization	each	\$550.00	Two-inch Monitoring Well (0 – 50 ft) –	foot	\$40.00
Direct Push Rig and Crew	day	\$1,500.00	Two-inch Monitoring Well (50 – 100 ft)	foot	\$49.70
Tripod Rig and Crew	day	\$3,000.00	Well Development	hour	\$190.00
Support Truck	day	\$120.00	Equipment Decontamination	hour	\$190.00
Support Boat	day	\$250.00	Well Completion (flush mount)	each	\$300.00
Support Airboat	day	\$550.00	Well Completion (above ground)	each	\$350.00
Coring Machine	day	\$400.00	Pavement Cores (no MOT w/ base	each	\$280.00
GPS Unit	day	\$100.00	Pavement Cores (no MOT w/o base	each	\$220.00
Clearing Equipment	day	\$2,000.00	Roadway Pavement Cores (day with	each	\$350.00
Chainsaw	day	\$65.00	Roadway Pavement Cores (night with	each	\$440.00
Backhole	day	\$600.00	MOT Portable Lighting	each	\$160.00
Steam Cleaner	day	\$150.00	MOT Portable Safety Signs	day	\$65.00
Soil Survey/Coring Crew (2 person)	hour	\$190.00	MOT Channelization Cones (each)	day	\$6.00
Soil Survey/Coring Crew (3 person)	hour	\$280.00	MOT Attenuator Truck	hour	\$270.00
Ground Penetrating Radar (2 person)	hour	\$400.00	MOT Arrow Board	day	\$120.00
Temporary Piezometer	foot	\$35.00	MOT Traffic Control Officer	hour	\$85.00

* 50% Surcharge for Night/Weekend Work

** Additional Sample Preparation time based on Sample Size

NADIC ENGINEERING SERVICES, INC.

2022 FEE SCHEDULE (RATE SHEET)

Construction Materials Testing Field Services					
Item	Unit	Cost	Item	Unit	Cost
Materials Testing/ sampling/ or	hour	\$70.00	In-Place Density Tests (Min. 4 per trip)	each	\$30.00
Rebound Hammer Testing	hour	\$75.00	Soil-Cement Sampling	hour	\$70.00
Windsor Probes, Set of 3	set	\$50.00	Minimum Trip Charge	trip	\$120.00
Paint Thickness Testing	hour	\$75.00	Floor Flatness Survey	day	\$700.00
Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Item	Unit	Cost	Item	Unit	Cost
Core Sampler	day	\$10.00	Organic Vapor Analyzer	day	\$160.00
Dredge Sediment Sampler	day	\$30.00	Multi-Parameter Water Quality	day	\$150.00
Decontamination Station (hand sampling)	day	\$20.00	Turbidity Meter	day	\$50.00
Peristaltic Pump	day	\$50.00	Dissolved Oxygen Meter	day	\$50.00
Submersible Pump w/ Variable Speed	day	\$200.00	Photoionization Detector	day	\$160.00
Centrifugal Pump	day	\$75.00	pH Meter w/ Calibration Kit	day	\$50.00
100 ft Water Level Meter	day	\$40.00	Poly Sample Tubing	foot	\$1.50
100 ft Oil/Water Interface Probe	day	\$100.00	Silicon Pump Tubing (Peristaltic)	foot	\$3.50
Expendable Sampling Equipment	day	\$65.00	Flow-Through Filtration	each	\$30.00
Expendable Point	each	\$15.00	Miscellaneous Supplies	day	\$65.00
Truck Drill Rig Unit Rates					
	Depth (ft):	0 - 50	50-100	100-150	150-200
SPT Borings – Truck	foot	\$17.50	\$20.00	\$28.00	\$36.00
Auger/Rotary Wash Borings – Truck	foot	\$13.00	\$15.00	\$18.00	\$22.00
CPT Soundings – Truck	foot	\$16.00	\$18.00	\$20.50	\$22.00
HW Rock Coring – Truck	foot	\$50.00	\$52.50	\$55.00	\$58.50
3-inch Casing – Truck	foot	\$11.00	\$13.60	\$18.00	\$21.00
4-inch Casing – Truck	foot	\$13.00	\$16.00	\$21.00	\$25.00
Borehole Grouting - Truck	foot	\$8.00	\$8.50	\$10.50	\$12.60
Extra SPT Samples – Truck	each	\$50.00	\$56.00	\$75.00	\$100.00
Undisturbed Samples – Truck	each	\$220.00	\$250.00	\$300.00	\$350.00
Mud Bug Drill Rig Unit Rates					
	Depth (ft):	0 - 50	50-100	100-150	150-200
SPT Borings – Mud Bug	foot	\$22.00	\$24.50	\$40.00	\$52.50
Auger/Rotary Wash Borings – Mud Bug	foot	\$16.00	\$18.50	\$24.00	\$28.50
CPT Soundings – Mud Bug	foot	\$19.00	\$22.00	\$24.00	\$26.50
HW Rock Coring – Mud Bug	foot	\$65.00	\$72.00	\$80.00	\$90.50
3-inch Casing – Mud Bug	foot	\$12.50	\$15.00	\$20.50	\$24.00
4-inch Casing – Mud Bug	foot	\$15.00	\$18.50	\$24.00	\$28.00
Borehole Grouting - Mud Bug	foot	\$8.00	\$8.50	\$10.50	\$12.60
Extra SPT Samples – Mud Bug	each	\$60.50	\$72.00	\$102.50	\$145.00
Undisturbed Samples – Mud Bug	each	\$255.00	\$285.00	\$355.00	\$415.00

* 50% Surcharge for Night/Weekend Work

** Additional Sample Preparation time based on Sample Size

NADIC

NADIC ENGINEERING SERVICES, INC.

2022 FEE SCHEDULE (RATE SHEET)

Barge/Track/Amphibious Drill Rig Unit Rate	Depth (ft):	0 - 50	50-100	100-150	150-200	200-250
SPT Borings – B/T/A	foot	\$25.00	\$30.00	\$47.00	\$60.00	\$85.00
Auger/Rotary Wash Borings – B/T/A	foot	\$18.00	\$23.00	\$28.50	\$35.00	\$42.00
CPT Soundings – B/T/A	foot	\$23.00	\$25.50	\$28.50	\$31.00	\$34.00
HW Rock Coring – B/T/A	foot	\$78.50	\$86.00	\$94.50	\$110.00	\$122.00
3-inch Casing – B/T/A	foot	\$16.00	\$20.00	\$25.00	\$28.00	\$34.00
4-inch Casing – B/T/A	foot	\$20.00	\$25.00	\$30.00	\$36.00	\$40.00
Borehole Grouting -B/T/A	foot	\$8.00	\$8.50	\$10.50	\$12.60	\$14.00
Extra SPT Samples –B/T/A	each	\$71.00	\$84.00	\$117.00	\$168.00	\$196.00
Undisturbed Samples – B/T/A	each	\$320.00	\$350.00	\$455.00	\$500.00	\$610.00

Geotechnical and Construction Materials Laboratory Services					
Item	Unit	Cost	Item	Unit	Cost
Soils Particle Size Anlys AASHTO T88	test	\$120.00	Consolidation - Constant Strain ASTM D4186	test	\$650.00
Soils Materials Finer than 200 Sieve FM 1-T0:	test	\$55.00	Consol-Extended Load AASHTO T216	each	\$130.00
Sieve Analysis – Aggregate ≤ 1-inch	test	\$200.00	Consol-Addtl Incrmnts AASHTO T216	each	\$100.00
**Sieve Analysis – Aggregate > 1-inch	test	\$200.00	Triaxial Shear Strength CD ASTM D7181	test	\$600.00
Soils Moisture Content Lab AASHTO T265	test	\$18.50	Triaxial CU Test AASTO T297/ASTM D4767	test	\$550.00
Soils Moisture Content Microwave AASHTO T	test	\$24.00	Triaxial UU Test AASHTO T296/ASTM D2850	test	\$550.00
Hydrometer Only AASHTO T88	test	\$145.00	Pocket Penetrometer/Torvane Shear Strength	test	\$24.00
Soils Organic Content Ignition FM 1 T-267	test	\$55.00	Proctor Standard/Modified	test	\$140.00
Soils Plastic Limit AASHTO T90	test	\$55.00	Proctor Standard/Modified (Aggregate)	test	\$180.00
Soils Liquid Limit AASHTO T89	test	\$55.00	Limerock Bearing Ratio (LBR) FM 5-515	test	\$370.00
Soils Specific Gravity AASHTO T100	test	\$85.00	California Bearing Ratio	test	\$370.00
Soils Corrosion Series FM 5-550 through 5-55	test	\$215.00	Florida Bearing Value	test	\$70.00
Unit Weight Determination	test	\$50.00	Asphalt Extraction-Gradation	test	\$370.00
Soils Shrinkage Factor AASHTO T92	test	\$110.00	Compressive Strength Tests:		
Split Tensile Strgth of Rock Cores ASTM D396	test	\$150.00	Concrete Cylinders	set of 4	\$100.00
Aggregate Specific Gravity/Absorption	test	\$90.00	Soil Cement Specimens	set of 3	\$100.00
Unconfined Compression – Soil	test	\$200.00	Mortar Cubes	set of 3	\$100.00
Unconfined Compression – Rock	test	\$155.00	Grout Prisms	set of 4	\$100.00
**Los Angeles Abrasion	test	\$440.00	**Soundness _ Magnesium	test	\$100.00
Carbon Content Determination	test	\$110.00	Bulk Density/Void Content-Aggregate	test	\$75.00
Flexible Wall Permeability ASTM D5084	test	\$430.00	Permeability Falling Head FM 5-513	test	\$350.00
Permeability Constant Head AASHTO T215	test	\$350.00	Permeability with back presure	test	\$450.00

* 50% Surcharge for Night/Weekend Work

** Additional Sample Preparation time based on Sample Size

NADIC

NADIC ENGINEERING SERVICES, INC.

2022 FEE SCHEDULE (RATE SHEET)

Contamination Testing Laboratory Services					
<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
EPA 8260 (VOC) Water	test	\$226.50	EPA 6010/6020 -TCLP or SPLP	test	\$226.00
EPA 8270 (PNA) Water & Soil	test	\$285.00	EPA 418.1 (ETPH) Soils	test	\$185.00
RCRA 8 Metals (Water/Soil)	test	\$200.00	EPA 8082 (PCB) Soils	test	\$92.00
Lead - Dissolved	test	\$40.00	Herbicide/Pesticide Group (Water/Soil)	test	\$450.00
FL-PRO (TPH) -Water & Soil	test	\$185.00	Gasoline/Kerosene Group (Water)	test	\$400.00
EPA 200.7 per metal	test	\$125.00	Gasoline/Kerosene Group (Soil)	test	\$350.00
SM 5310B (TOC)	test	\$54.00	Used Oil Group (Water)	test	\$820.00
SM 3300N (Hexavalent Chromium)	test	\$80.00	Used Oil Group (Soil)	test	\$760.00
EPA 1664 (TRPH)	test	\$196.00	Arsenic (Water/Soil)	test	\$30.00
EPA 1631 low-level mercury	test	\$250.00			

** 50% Surcharge for Night/Weekend Work*

*** Additional Sample Preparation time based on Sample Size*

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

May 17, 2022

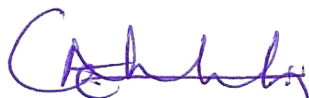
City of Kissimmee
Public Works & Engineering
101 Church Street
Kissimmee, FL 34741

To whom it may concern:

Dr. Nnadi has over 41 years of experience and is highly knowledgeable in the field of geotechnical and environmental disciplines. Dr. Nnadi will serve as the primary point of contact for this project and will review the work of the project team. He will be responsible for interacting with City's staff, consultants, designers and construction teams for the different projects under this contract.

As a Contract Manager, Dr. Nnadi has directed thousands of projects. He personally supervises a team of individuals who provide geotechnical and environmental services throughout Central Florida, and he is ultimately responsible for technicians and drilling personnel, for projects related to foundations, land development, transportation, stormwater ponds, landfills, sinkholes, pipelines, dams, environmental assessments and remediation of contaminated sites. As the Contract Manager, he will ensure the necessary resources needed for successful execution of this contract are provided to the County. He is very familiar with the local regulations based on his extensive experience working for several years with the different agencies within the Central Florida.

Thank you,



Godwin Nnadi
President

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND GEOTECHNICAL AND
ENVIRONMENTAL CONSULTANTS, INC.
FOR CONTINUING GEOTECHNICAL ENGINEERING,
ENVIRONMENTAL, MATERIAL AND CONSULTING TESTING SERVICES**

THIS AGREEMENT is made and entered into this **20 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **Geotechnical and Environmental Consultants, Inc.** whose address is **2510 Michigan Ave, Suite D, Kissimmee, FL 34744**, hereinafter "ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-004, titled "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **Geotechnical and Environmental Consultants, Inc.** is qualified to provide the services and desires to award a continuing services contract to ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the ENGINEER for the performance of the Assignment.

All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the ENGINEER.

- 3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.
- 3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.

- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the ENGINEER'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The ENGINEER will be notified of any questionable items contained in invoices submitted by the ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Addendum of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the CITY and the ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

ENGINEER:

Rachel F. Andre, P.E.
President
Geotechnical and Environmental Consultants, Inc.
2510 Michigan Avenue, Suite D
Kissimmee, Florida 34744

SECTION 7. CHANGES IN SCOPE

The CITY or the ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or
- 8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the ENGINEER's services hereunder, the CITY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and the CITY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the CITY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Agreement and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Agreement unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the ENGINEER and the CITY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the ENGINEER, or any person or subconsultant employed by the ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the ENGINEER. The ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the CITY and the ENGINEER.

Any documents given to or prepared or assembled by the ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.
- 12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The ENGINEER shall also maintain the financial information and data necessary to determine overhead

rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

- 13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.
- 13.3 ENGINEER acknowledges 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, ENGINEER shall keep and maintain public records required by the CITY to perform the service.
- a. **If ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to ENGINEER'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.**
 - b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. ENGINEER shall 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 agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.
 - d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If ENGINEER does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

- g. If the ENGINEER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B – WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

- 21.1 In compliance with Section 448.095, Fla. Stat., ENGINEER 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. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, ENGINEER, 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. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the City for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that ENGINEER 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.* ENGINEER 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. ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement to become effective on the day and year first written above.

By: Rachel F. Andre, P.E.



Title: President

Date: 4/21/22

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of April, 2022,
by means of ☒ physical presence or ☐ online notarization,
by Rachel F. Andre as President for Geotechnical and Environmental, a
Florida corporation, who is personally known to me or has produced identification. Consultants, Inc.

Notary Seal:



Notary: 

Print Name: Terri-Ann Gomes

My Commission Expires: 9/11/22

CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the ENGINEER will provide Continuing Geotechnical Engineering Services for assistance in the processing of City construction projects. The services required include but are not limited to: determining if the bearing capacity and other soil characteristics are suitable to construct the proposed roadway and associated structures, exploring the soil stratigraphy in the retention areas, provide the results of the soil permeability test and estimating the normal seasonal high groundwater table at the boring locations.

Typical testing services shall include, but not be limited to, providing LBR's or FBV's; proctors for all fill and misc. materials; density testing of all back fill, pipe structures, subbase, road base and curb pads; asphalt road coring; solid cement breaks and concrete testing all in accordance with FDOT and AASHTO standard requirements.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

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

TASK

FEE

1)	
2)	
3)	
4)	
5)	
	\$ -

Contract Dollars:

\$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction):

\$0.00

CONTRACT TOTAL DOLLARS:

\$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

Director, PW&E

(Signature)

City Commission Approval Date:

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

Professional Services					
Item	Unit	Cost	Item	Unit	Cost
Principal Engineer	hour	\$300.00	Engineer Intern	hour	\$120.00
Chief Engineer	hour	300.00	Scientist	hour	120.00
Chief Scientist	hour	250.00	Senior Engineering Technician	hour	110.00
Senior Engineer	hour	250.00	Engineering Technician	hour	70.00
Senior Scientist	hour	200.00	CADD/GIS Specialist	hour	150.00
Project Engineer	hour	150.00	Draftsman	hour	100.00
Project Scientist	hour	150.00	Contract Coordinator	hour	120.00
Project Manager	hour	150.00	Secretary	hour	80.00
*Field Services					
Item	Unit	Cost	Item	Unit	Cost
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$250.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	350.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – B/T/A (3 person)	hour	525.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	450.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	550.00
Barge/Amphibious Mobilization - Ramp	each	12,000.00	Field Vane Shear Strength	each	500.00
Barge (without labor)	day	3,000.00	Hand Auger Boring with DCP	foot	25.00
Soil Survey/Coring/GPR Mobilization	each	400.00	Double Ring Infiltrometer	each	600.00
Tripod Rig Mobilization	each	1,500.00	Direct Push Well Materials	foot	35.00
Support Boat Mobilization	each	550.00	Two-inch Monitoring Well (0 – 50 ft) – Truck	foot	40.00
Direct Push Rig and Crew	day	1,500.00	Two-inch Monitoring Well (50 – 100 ft) – Truck	foot	45.00
Tripod Rig and Crew	day	3,000.00	Well Development	hour	110.00
Support Truck	day	160.00	Equipment Decontamination	hour	110.00
Support Boat	day	200.00	Well Completion (flush mount)	each	250.00
Support Airboat	day	500.00	Well Completion (above ground)	each	350.00
Coring Machine	day	150.00	Pavement Cores (no MOT w/ base check)	each	250.00
GPS Unit	day	100.00	Pavement Cores (no MOT w/o base check)	each	200.00
Clearing Equipment	day	2,000.00	Roadway Pavement Cores (day with MOT)	each	350.00
Chainsaw	day	65.00	Roadway Pavement Cores (night with MOT)	each	400.00
Steam Cleaner	day	150.00	MOT Portable Safety Signs	day	60.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Attenuator Truck	hour	250.00
Ground Penetrating Radar (2 person)	hour	400.00	MOT Arrow Board	day	75.00
Temporary Piezometer	foot	35.00	MOT Traffic Control Officer	hour	85.00
*Construction Materials Testing Field Services					
Item	Unit	Cost	Item	Unit	Cost
Concrete/grout/mortar sampling/testing	hour	\$70.00	In-Place Density Tests (Min. 4 per trip)	each	\$30.00
Rebound Hammer Testing	hour	75.00	Soil-Cement Sampling	hour	70.00
Windsor Probe Test	each	50.00	Minimum Trip Charge	trip	120.00
Paint Thickness Testing	hour	75.00	Floor Flatness Survey	day	700.00
Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Item	Unit	Cost	Item	Unit	Cost
Core Sampler	day	\$10.00	Organic Vapor Analyzer	day	\$160.00
Dredge Sediment Sampler	day	30.00	Multi-Parameter Water Quality	day	150.00
Decontamination Station (hand sampling)	day	20.00	Turbidity Meter	day	50.00
Peristaltic Pump	day	50.00	Dissolved Oxygen Meter	day	50.00
Submersible Pump w/ Variable Speed	day	200.00	Photoionization Detector	day	160.00
Centrifugal Pump	day	75.00	pH Meter w/ Calibration Kit	day	50.00
100 ft Water Level Meter	day	40.00	Poly Sample Tubing	foot	1.50
100 ft Oil/Water Interface Probe	day	100.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Expendable Sampling Equipment	day	65.00	Flow-Through Filtration	each	30.00
Expendable Point	each	15.00	Miscellaneous Supplies	day	65.00

*Truck Drill Rig Unit Rates	Depth (ft):	0 - 50	50 - 100	100 - 150	150 - 200	200 - 250	250 - 300
SPT Borings – Truck	foot	\$18.00	\$20.00	\$33.00	\$44.00	\$60.00	\$70.00
Auger/Rotary Wash Borings – Truck	foot	13.00	16.00	20.00	25.00	30.00	42.00
CPT Soundings – Truck	foot	16.00	18.00	20.00	22.00	24.00	26.00
HW Rock Coring – Truck	foot	55.00	60.00	65.00	75.00	85.00	95.00
3-inch Casing – Truck	foot	11.00	14.00	18.00	22.00	25.00	30.00
4-inch Casing – Truck	foot	13.00	16.00	20.00	24.00	27.00	32.00
Additional Split Spoon Samples – Truck	each	50.00	60.00	85.00	120.00	140.00	160.00
Undisturbed Samples – Truck	each	220.00	240.00	300.00	340.00	420.00	470.00
Borehole Grouting – Truck	foot	7.00	9.00	11.00	14.00	16.00	18.00

*Mud Bug Drill Rig Unit Rates	Depth (ft):	0 - 50	50 - 100	100 - 150	150 - 200	200 - 250	250 - 300
SPT Borings – Mud Bug	foot	\$22.50	\$25.00	\$41.25	\$55.00	\$75.00	\$87.50
Auger/Rotary Wash Borings – Mud Bug	foot	16.25	20.00	25.00	31.25	37.50	52.50
CPT Soundings – Mud Bug	foot	20.00	22.50	25.00	27.50	30.00	32.50
HW Rock Coring – Mud Bug	foot	68.75	75.00	81.25	93.75	106.25	118.75
3-inch Casing – Mud Bug	foot	13.75	17.50	22.50	27.50	31.25	37.50
4-inch Casing – Mud Bug	foot	16.25	20.00	25.00	30.00	33.75	40.00
Additional Split Spoon Samples – Mud Bug	each	62.50	75.00	106.25	150.00	175.00	200.00
Undisturbed Samples – Mud Bug	each	275.00	300.00	375.00	425.00	525.00	587.50
Borehole Grouting – Mud Bug	foot	8.75	11.25	13.75	17.50	20.00	22.50

*Barge/Track/Amphibious Drill Rig Unit Rates	Depth (ft):	0 - 50	50 - 100	100 - 150	150 - 200	200 - 250	250 - 300
SPT Borings – B/T/A	foot	\$27.00	\$30.00	\$49.50	\$66.00	\$90.00	\$105.00
Auger/Rotary Wash Borings – B/T/A	foot	19.50	24.00	30.00	37.50	45.00	63.00
CPT Soundings – B/T/A	foot	24.00	27.00	30.00	33.00	36.00	39.00
HW Rock Coring – B/T/A	foot	82.50	90.00	97.50	112.50	127.50	142.50
3-inch Casing – B/T/A	foot	16.50	21.00	27.00	33.00	37.50	45.00
4-inch Casing – B/T/A	foot	19.50	24.00	30.00	36.00	40.50	48.00
Additional Split Spoon Samples – B/T/A	each	75.00	90.00	127.50	180.00	210.00	240.00
Undisturbed Samples – B/T/A	each	330.00	360.00	450.00	510.00	630.00	705.00
Borehole Grouting – B/T/A	foot	10.50	13.50	16.50	21.00	24.00	27.00

Geotechnical and Construction Materials Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
Natural Moisture Content	each	\$17.00	Consolidation with Rebound (12 loads)	each	\$620.00
Percent Fines	each	48.00	Consolidation Additional Loads	each	90.00
Sieve Analysis - Soil	each	72.00	Consolidation Extended Loads	each	150.00
Sieve Analysis – Aggregate ≤ 1-inch	each	200.00	UU Triaxial Shear Strength (Q)	each	500.00
Sieve Analysis – Aggregate > 1-inch	each	**200.00	CU Triaxial Shear Strength (R)	each	550.00
Hydrometer Analysis	each	140.00	CD Triaxial Shear Strength (S)	each	650.00
Organic Content	each	50.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Standard/Modified Proctor	each	135.00
Corrosion Series	each	240.00	Standard/Modified Proctor (Aggregate)	each	165.00
Specific Gravity - Soil	each	85.00	Limerock Bearing Ratio	each	380.00
Bulk Specific Gravity - Asphalt	each	55.00	California Bearing Ratio	each	380.00
Unit Weight – Soil	each	50.00	Florida Bearing Value	each	65.00
Bulk Density / Void Content - Aggregate	each	75.00	Asphalt Content	each	120.00
Unconfined Compression – Soil	each	225.00	Asphalt Gradation	each	75.00
Unconfined Compression – Rock	each	150.00	Soundness - Magnesium	each	**100.00
Splitting Tensile – Rock	each	175.00	Compressive Strength Testing:		
Carbonate Content	each	200.00	Concrete Cylinders	set of 4	100.00
Los Angeles Abrasion	each	**400.00	Soil Cement Specimens	set of 3	100.00
Permeability	each	350.00	Grout Prisms	set of 4	100.00
Permeability with Backpressure Saturation	each	450.00	Mortar Cubes	set of 3	100.00

Contamination Testing Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
RCRA 8 Metals (Water/Soil)	each	\$125.00	Arsenic (Water/Soil)	each	\$25.00
Herbicide/Pesticide Group (Water/Soil)	each	450.00	PFAS (Water/Soil)	each	550.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

* 50% Surcharge for Night/Weekend Work

** Additional sample preparation time based on sample size

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

City of Kissimmee
Geotechnical Continuing Services Contract 2022
Geotechnical and Environmental Consultants Inc.
Key Personnel

Contract Manager	Craig Ballock
Principal-In-Charge	Rachel Andre
QC Manager	Gary Kuhns
Geotechnical Services Task Manager	Verna Williford
Construction Services Task Manager	Daniel Stanfill
Environmental Services Task Manager	Richard McCormick

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND PSI
FOR CONTINUING GEOTECHNICAL ENGINEERING,
ENVIRONMENTAL, MATERIAL AND CONSULTING TESTING SERVICES**

THIS AGREEMENT is made and entered into this **20 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **PSI** whose address is **600 N Thacker Ave, Kissimmee, FL 34741**, hereinafter "ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-004, titled "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **PSI** is qualified to provide the services and desires to award a continuing services contract to ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERS and that coordination between said ENGINEERS and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the ENGINEER for the performance of the Assignment.

All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the ENGINEER.

- 3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.
- 3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.

- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the ENGINEER'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The ENGINEER will be notified of any questionable items contained in invoices submitted by the ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Addendum of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the CITY and the ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

ENGINEER: *ROBERT A. TROMPKE, P.E.*
FLORIDA GEOTECHNICAL PRACTICE LEADER
1748 33 STREET
ORLANDO, FL 32839

SECTION 7. CHANGES IN SCOPE

The CITY or the ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or
- 8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the ENGINEER's services hereunder, the CITY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and the CITY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the CITY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Agreement and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Agreement unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the ENGINEER and the CITY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the ENGINEER, or any person or subconsultant employed by the ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the ENGINEER. The ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the CITY and the ENGINEER.

Any documents given to or prepared or assembled by the ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.
- 12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The ENGINEER shall also maintain the financial information and data necessary to determine overhead

rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

- 13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.
- 13.3 ENGINEER acknowledges 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, ENGINEER shall keep and maintain public records required by the CITY to perform the service.
- a. **If ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to ENGINEER'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.**
 - b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. ENGINEER shall 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 agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.
 - d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If ENGINEER does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

- g. If the ENGINEER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B – WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

- 21.1 In compliance with Section 448.095, Fla. Stat., ENGINEER 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. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, ENGINEER, 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. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the City for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that ENGINEER 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.* ENGINEER 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. ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement to become effective on the day and year first written above.

By: [Signature]
ROBERT TRUMBLE, PE
Title: DEPARTMENT MANAGER
Date: 4/21/22

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of April, 2022,
by Robert Trumble means of ☒ physical presence or ☐ online notarization,
by Robert Trumble as Dept Manager for PROFESSIONAL SVCS INC a
Florida corporation, who is personally known to me or has produced identification.

Notary  Pamela D. Harper
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG318186
Expires 4/1/2023

Notary: [Signature]
Print Name: Pamela D. Harper
My Commission Expires: 04/01/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services agreement the ENGINEER will provide Continuing Geotechnical Engineering Services for assistance in the processing of City construction projects. The services required include but are not limited to: determining if the bearing capacity and other soil characteristics are suitable to construct the proposed roadway and associated structures, exploring the soil stratigraphy in the retention areas, provide the results of the soil permeability test and estimating the normal seasonal high groundwater table at the boring locations.

Typical testing services shall include, but not be limited to, providing LBR's or FBV's; proctors for all fill and misc. materials; density testing of all back fill, pipe structures, subbase, road base and curb pads; asphalt road coring; solid cement breaks and concrete testing all in accordance with FDOT and AASHTO standard requirements.

EXHIBIT B
WORK ORDER FORM



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	\$ -
Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By:	_____ (Signature)	Requested By:	_____ (Signature)
Title/Position:		Approved By:	_____ City Manager (Signature)
City Engineer:	_____ City Engineer (Signature)	Approved By:	_____ Mayor (Signature)
Approved By:	_____ Director, PW&E (Signature)	City Commission Approval Date:	_____ (If Required)
Approved as to Form and Legality:	_____ City Attorney (Signature)		

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT C

Professional & Technical Services
Professional Service Industries, Inc. (PSI)

	Classification	Hourly Rates
1	Principal Engineer/Scientist	\$ 235.00
2	Registered Senior Engineer/Scientist/Threshold Engineer	\$ 200.00
3	Project Engineer/Scientist II	\$ 150.00
4	Project Engineer/Scientist I	\$ 125.00
5	Staff Engineer/Scientist	\$ 100.00
6	Engineering/Scientific Associate/Project Manager	\$ 95.00
7	Senior Engineering Technician/Threshold Inspector	\$ 70.00
8	Engineering Technician	\$ 60.00
9	Draftsman	\$ 85.00
10	Technical Secretary	\$ 60.00
11	CTQP Level I Technician/Inspector	\$ 60.00
12	CTQP Level II Technician/Inspector	\$ 70.00

EXHIBIT C

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) – 2022

Item		Description	Unit of Measure	Fee
I. SUBSURFACE INVESTIGATIONS, TESTING, AND MONITORING WELLS				
	A.	Subsurface Soil Investigation		
	1.	Mobilization of Drilling Equipment		
		a. Standard drilling equipment (site accessible)	Lump sum	445.00
		b. Bombardier	Lump sum	594.00
		c. Barge, small, not off-shore	Lump sum	5,900.00
		d. Mudbug	Lump sum	485.00
	2.	Soil Borings		
		a. Shallow manual auger borings	Linear foot	13.50
		b. Power auger borings	Linear foot	13.50
		c. Standard penetration test (SPT) borings:		
		0 to 50-foot depths	Linear foot	16.75
		50 to 100-foot depths	Linear foot	21.00
		100 to 150-foot depths	Linear foot	28.00
		d. Rock coring:		
		0 to 50-foot depths	Linear foot	44.75
		50 to 100-foot depths	Linear foot	47.50
		100 to 150-foot depths	Linear foot	50.75
		e. Grout and seal boreholes		
		0 to 50-foot depths	Linear foot	6.00
		50 to 100-foot depths	Linear foot	7.00
		100 to 150-foot depths	Linear foot	10.25
		f. Install casing (4-inch):		
		0 to 50-foot depths	Linear foot	12.50
		50 to 100-foot depths	Linear foot	15.50
		100 to 150-foot depths	Linear foot	17.50
		g. Premium for drilling done with Bombardier, Barge, holiday, weekends or night work time (x) the normal rate	Times the rate	2.00
		h. Support water truck	Per day	175.00
	3.	Muck Probes/Wash Borings, Manual:		
		2-man crew	Per day	1,100.00
		3-man crew	Per day	1,475.00
	4.	Undisturbed Samples (Shelby Tube):		
		0 to 50-foot depths per sample	Each	225.00
		50 to 100-foot depths per sample	Each	300.00
	5.	Mechanical Cone Soundings	Linear Foot	13.50
	6.	Piezocone Sounding	Linear Foot	17.50
	7.	Dilatometer Probes, continuous; includes tool usage and field technician	Liner	48.00
	8.	Drill Rig Crew (time basis):		
		a. 2-man crew	Per Hour	260.00
		b. 3-man crew	Per Hour	330.00

Item				Description	Unit of Measure	Fee
	B.			Environmental Drilling and Groundwater Monitoring Wells		
				10-foot screen, 20/30 silica, bentonite, grout		
		1.		2-inch and 4-inch Drilled Wells:	2-inch	4-inch
			a.	0 to 20-foot depths, per linear foot	36.00	48.00
			b.	20 to 50-foot depths, per linear foot	41.50	52.00
			c.	50 to 100-foot depths, per linear foot	46.50	45.50
			d.	100 to 150-foot depths, per linear foot	53.50	65.50
		2.		Temporary Groundwater Level Monitoring Wells, PVC Casing:	2-inch	4-inch
			a.	0 to 20-foot depths, per linear foot	28.00	35.00
			b.	20 to 50-foot depths, per linear foot	29.50	37.50
			c.	50 to 100-foot depths, per linear foot	31.00	41.00
			d.	100 to 150-foot depths, per linear foot	35.00	42.50
		3.		6-inch Surface Casing Prices: 6-inch diameter schedule 40 PVC, grouted in place:		
			a.	0 to 20-foot depths	Linear Foot	48.00
			b.	20 to 50-foot depths	Linear Foot	52.00
			c.	50 to 100-foot depths	Linear Foot	65.50
		4.		Manhole or Riser-type Well Cover with 2 ft. x 2 ft. Concrete Pad	Each	408.00
		5.		Direct Push Groundwater Sampling	Per Hour	445.00
		6.		Decontamination of Equipment for Wells	Per Hour	192.50
		7.		Special Covers and Equipment for Wells	Each	356.00
		8.		Abandonment of Wells, per linear foot	2-inch	4-inch
					10.50	14.50
		9.		Recovery Well Installation:		
			a.	4-inch PVC	Linear Foot	97.00
			b.	6-inch PVC	Linear Foot	165.00
			c.	8-inch PVC	Linear Foot	235.00
		10.		Field Permeability Testing:		
			a.	Slug injection/withdrawal permeability test	Each	325.50
			b.	Double-ring infiltrometer test (DIT)	Each	445.00
		11.		General Field Equipment:		
			a.	Data logger (includes 1 transducer)	Per day	340.00
			b.	Organic vapor analyzer	Per day	225.00
			c.	Photo ionization detector	Per day	225.00
			d.	Methane detector	Per day	185.00
			e.	Generator (5 KW)	Per day	135.00
			f.	Steam cleaner	Per day	148.50
			g.	Surveying equipment for groundwater elevations	Per day	97.50
			h.	Centrifugal development pump	Per day	125.00
			i.	Submersible development pump	Per day	125.00
			j.	Peristaltic purging pump	Per day	125.00
			k.	Magnetometer	Per day	115.00
			l.	Product/water interface probe	Per day	45.00
			m.	pH meter	Per day	45.00
			n.	Conductivity meter	Per day	45.00

Item				Description	Unit of Measure	Fee
			o.	Water level indicator	Per day	17.50
			p.	Visqueen, max. 20-foot x 100-foot roll	Per roll	140.00
			q.	Storage drums, 55-gallon, reconditioned	Per drum	96.50
		12.		Expendable Supplies:		
			a.	High capacity filter (0.45 micron)	Each	52.00
			b.	Disposable Teflon bailer	Each	37.50
			c.	Isopropyl alcohol for decontamination	Per Gallon	29.50
			d.	16-ounce soil jars for headspace analysis (12 per box)	Per Box	23.00
			e.	Deionized water for decontamination	Per Gallon	5.00
	C.			Laboratory and Field Analysis for Geotechnical and Hydro Environmental		
		1.		Identification:		
			a.	Natural moisture content, ASTM D-2216	Each	16.50
			b.	Unit weight and moisture content (undisturbed sample)	Each	60.00
			c.	Void ratio determination, additional	Each	52.00
			d.	Open Shelby tubes	Each	52.00
			e.	Liquid and plastic limit, ASTM D-324 and ASTM D-424	Per Sample	120.00
			f.	Shrinkage limit	Per Sample	89.50
			g.	Specific gravity, ASTM D-854	Per Sample	89.50
		2.		Grain Size Determinations:		
			a.	Sieve analysis, ASTM D-421, ASTM D-424	Each	88.00
			b.	Percent fines, ASTM D-1140	Each	59.50
			c.	Hydrometer analysis	Each	156.00
		3.		Consolidation Testing of Undisturbed Samples:		
			a.	Incremental consolidation test, ASTM D-2435:		
				up to 10 load-unload increments	Per Test	750.00
				more than 10 load-unload increments, per add'l increment	Increment	52.00
			b.	Constant rate of strain consolidation, ASTM D-4186	Each	N/A
		4.		Strength Tests:		
			a.	Strength index tests (torvane, penetrometer, etc.)	Each	9.50
			b.	Vane shear tests (field)	Each	556.00
			c.	Unconfined compression test, ASTM D-2166:		
				strength only	Each	104.50
				with stress-strain curve	Each	148.50
			d.	Triaxial test:		
				unconsolidated-undrained, ASTM D28-50	Each	297.00
				unconsolidated-undrained (with pore pressure response)	Each	590.50
				consolidated-undrained (with pore pressure measure)	Each	630.00
				consolidated-drained on sands	Each	518.00
				consolidated-drained on fine grained sands	Each	750.00
				use of fluids other than water, additional per test	Per Test	225.00
			e.	Direct shear test (coarse grained soils):		
				conventional 3-inch box shear	Normal Load	340.00
				with stress reversals	Normal Load	518.00
				conventional 12-inch box shear	Normal Load	665.00
				set-up charge for geosynthetics (add'l per normal load)	Each	73.00

Item				Description	Unit of Measure	Fee
				angle of repose	Each	67.00
			f.	Splitting tensile for rock cores	Each	225.00
		5.		Permeability Tests:		
			a.	Permeability test of sand	Each	275.00
			b.	Permeability test on fine grained soil:		
				$k > 10^{-8}$ cm/sec	Each	297.00
				$k < 10^{-8}$ cm/sec	Each	445.00
			c.	Permeation with fluids other than water, add'l per test	Per Test	190.00
		6.		Geosynthetics:		
			a.	Geomembrane thickness, ASTM D-1593	Per Sample	44.50
			b.	Geomembrane density, ASTM D-792	Per Sample	73.00
			c.	Geomembrane tensile strength, ASTM D-638, machine and transverse direction	Per Set	171.50
			d.	Geomembrane tear resistance, ASTM D-1004, machine and transverse direction	Per Set	125.00
			e.	Weld peel and shear, ASTM D-413, ASTM D-882	Per Set	127.00
		7.		Miscellaneous Testing:		
			a.	pH (water)	Each	12.50
			b.	Specific conductance (water)	Each	12.50
			c.	Fluoride	Each	26.00
			d.	Sulfate	Each	44.50
			e.	Chloride	Each	44.50
			f.	Soil pH	Each	44.50
			g.	Soil specific conductance	Each	41.00
			h.	Soil resistivity, ASTM G-57	Each	43.50
			i.	Carbonate content	Each	81.50
			j.	Turbidity	Each	44.50
			k.	Corrosion resistance (pH, R, Cl, S)	Each	195.00
				II. LABORATORY CONSTRUCTION MATERIALS		
				All listed test costs do not include costs for sampling, which will be charged at the appropriate hourly rate.		
		A.		Soils		
		1.		Standard Proctor, ASTM D-698, all methods	Each	120.00
		2.		Soil Cement Field Proctor, ASTM D-558	Each	105.50
		3.		Modified Proctor, ASTM D-1557, all methods	Each	120.00
		4.		Limerock Bearing Ratio, FDOT 5-515, 5 points	Each	400.00
		5.		California Bearing Ratio	Each	400.00
		6.		Florida Bearing Ratio	Each	45.00
		7.		Compaction Tests (minimum 3 per trip)	Each	34.00
		8.		Dry Preparation of Disturbed Soil and Soil Aggregate Samples	Per Test	16.50
		9.		Organic Content	Each	59.50
		B.		Soil Cement		
		1.		Design in Accordance with PCA "Short Cut Procedures for Sandy Soils"	Each	480.00
		2.		For Wet/Dry Testing Add to Item 1 for Each Cement Content	Each	225.00
		3.		For Freeze/Thaw Testing Add to Item 1 for Each cement content	Each	N/A

Item				Description	Unit of Measure	Fee
		4.		Laboratory Testing of Compressive Strength Test Specimens for Construction Control (3 in set)	Per Test	95.00
		5.		Depth Verification of Base Course and/or Stabilized Subgrade	Each	44.50
		6.		Field Inspection	Per Hour	Hr. tech rate
	C.			Concrete		
		1.		Concrete Compressive Strength Tests:		
				Laboratory curing, testing and reporting compressive strength test results all in accordance with applicable ASTM standards only. Does not include on-site time to mold, test and transport, which is charged at the hourly technician rate.		
			a.	Set of 5 cylinders	Per Set	81.00
			b.	Additional cylinders	Each	16.00
			c.	Air content pressure method, ASTM C-173	Each	26.00
			d.	Extra slump test	Each	17.00
			e.	Unit weight	Each	40.00
			f.	Laboratory curing, capping and testing of cylinders molded at site by resident technician or sets delivered to laboratory by others (up to 5 per set)	Per Set	56.50
		2.		Coring and Testing Hardened Concrete:		
				Concrete vertical coring of hardened concrete with ready access and for nominal size of 2-inch to 10-inch diameter cores and up to 12 inches thick.		
			a.	Mobilization of coring equipment:		
				with power supplied	Per Site	162.00
				without power supplied	Per Site	189.00
			b.	Coring: 2-person technician crew	Per Hour	Hourly Tech Rate x2
			c.	Curing, trimming, capping and testing cores for compressive strength	Each	23.00
		3.		Concrete Masonry Units:		
			a.	Compressive strength, ASTM C-140 (5 specimens)	Specimen	81.50
			b.	Absorption and moisture content, ASTM C-140 (5 specimens)	Specimen	44.50
			c.	Linear drying, shrinkage, ASTM C-341 (min. 3 specimens)	Specimen	44.50
			d.	Block prism assembly (min. 3 specimens)	Specimen	125.00
		4.		Concrete, ASTM C-140; Clay Brick, ASTM C-87; Clay Tile, ASTM C-122:		
			a.	Compressive strength (5 specimens)	Specimen	44.50
			b.	Flexural strength (5 specimens)	Specimen	N/A
			c.	Absorption tests, 24-hour submersion, 5-hour boiling (5 specimens)	Specimen	N/A
		5.		Concrete, ASTM C-497; Clay Pipe, ASTM C-301:		
			a.	Absorption tests, 4-hour boiling per sample	Each	79.50
			b.	Crushing strength, 5-edge bearing, 18-inch maximum per test	Each	N/A
		6.		Concrete Materials:		

Item				Description	Unit of Measure		Fee
			a.	Sieve analysis, dry, ASTM C-136, including finer than No. 200 sieve, ASTM C-177:			
				fine aggregate	Each		44.50
				coarse aggregate	Each		50.00
			b.	Specific gravity, ASTM C-127 or ASTM C-128:			
				fine aggregate	Each		90.00
				coarse aggregate	Each		90.00
			c.	Unit weight, ASTM C-29	Each		48.00
			d.	Organic impurities (colorimetric, ASTM C-40)	Each		33.00
			e.	Effect of organic impurities, ASTM C-87	Each		237.00
			f.	Clay lumps in aggregate, AASHTO T-112	Each		40.00
			g.	Soft particles, ASTM C-851	Each		79.50
			h.	Friable particles, ASTM C-142	Each		79.50
			i.	Abrasion, Los Angeles, ASTM C-131, includes preparation of sample, if uncrushed	Each		395.00
		7.		Mix Design or Verification:		Design	Verification
			a.	Initial mix, including test of fine and coarse aggregate, 6 confirmatory cylinders per mix	Ea.	1,675.50	608.50
			b.	Confirmatory cylinder, one cylinder per mix	Ea.	85.00	90.00
			c.	Flexural strength mix, 6 test beams including test of aggregate, per mix	Ea.	1,675.50	608.50
			d.	Additional mix, 6 test beams, same aggregate, per mix	Ea.	840.00	178.00
			e.	Lightweight aggregate mixes	Ea.	1,258.50	445.00
			f.	Mix reviews and calculations	Ea.	343.00	363.00
		8.		Windsor Probe	Each		74.00
		9.		Schmitt Hammer Tests	Hour		Hr. tech rate
	D.			Construction Services Specialty Testing			
		1.		Pile Load Test - Up to 300 Ton (includes calibrated equipment such as gauges, wire line, etc. Personnel will be charged at the hourly rates)	Each		TBD
		2.		Drilled Shaft Inspection/Testing (billed as Sr. Engineering Tech.)	Hour		Hr. tech rate
		3.		Non-Destructive Testing of In-Situ Concrete (includes field engineer and instruments)	Hour		Hr. tech rate
		4.		Vibration Monitoring (includes field engineer and equipment)	Day		891.50
		5.		Cross Hole Sonic Logging (includes field engineer & equipment)	Shift		TBD
	E.			Asphaltic Mixtures			
		1.		Bitumen Extractions	Each		120.00
		2.		Gradations of Extracted Aggregates	Each		100.00
		3.		Marshall Stability and Flow Tests	Each		165.00
		4.		Items 1, 2, and 3 above	Each		350.00
		5.		Field Density Determinations of Cores (not including coring costs)	Per core		38.00
		6.		Design Mixes (Marshall design method)	Per Design		1,370.00
		7.		Mobilization of Coring Equipment:			
			a.	with power supplied	Per Site		160.00

Item				Description	Unit of Measure	Fee
			b.	without power supplied	Per Site	190.00
		8.		Coring for Thickness	Per Core	74.00
		9.		Asphalt Coring of Existing Roadways (requiring maintenance of traffic, attenuator vehicle, etc.)		
			a.	Mobilization	Each	330.00
		10.		Pile Installation Monitoring and Inspection		
			a.	Provided at Senior Engineering Technician Rates	Hour	Hr. tech rate
				III. ANALYTICAL LABORATORY SERVICES		
				All analytical services to be priced by request and on a per project basis.	Hourly	
				IV. ENVIRONMENTAL		
	A.			Equipment Rental		
		1.		Organic Vapor Analyzer (OVA)	Per Day	225.00
		2.		Data Logger/Pressure Transducer	Per Day	340.00
		3.		Generator		
			a.	5 KW generator	Per Day	135.00
			b.	10 KW generator	Per Day	189.50
		4.		Sediment Core	Per Day	202.00
		5.		Vibracore Sampler	Per Day	335.00
		6.		Pump - Development/Centrifugal	Per Day	67.50
		7.		Shallow Groundwater Sampling Kit	Per Day	335.00
		8.		Soil Sampling Kit	Per Day	305.50
		9.		Air Quality Sampling Kit	Per Day	202.00
		10.		Surveying Equipment	Per Day	97.50
		11.		Water Level Indicator/Interface Probe	Per Day	36.00
		12.		In-Line Filters	Per Day	60.50
		13.		Sampling Supplies	Per Well	24.50
		14.		8 oz. Sample Jars with Lids, 24/case	Per Case	37.00
		15.		Portable Remediation Unit		
			a.	50 gpm w/air stripping unit and w/3 hp SVE blower	Per Day	TBD
			b.	75 gpm w/air stripping unit and SVE/AS	Per Day	TBD
		16.		Granular Activated Carbon Cells		
			a.	1,800 LB each	Per Week	TBD
			b.	600 LB each	Per Week	TBD
		17.		Bladder Pump with Controller	Per Day	215.00
		18.		Bladder Pump Controller	Per Day	90.00
		19.		Backhoe with Operator	Per Day	1,160.00
		20.		Geoprobe Drilling Rig	Per Day	1,890.00
		21.		Combustible Gas Indicator	Per Day	97.50
		22.		Handheld GPS Unit (+/- three meter accuracy)	Per Day	97.50
		23.		Barge/Boat Sampling Platform (8' x 8')	Per Day	202.00
		24.		Pontoon Boat 20'	Per Day	583.00
		25.		Air Boat	Per Day	Quoted upon request
		26.		Ambient Air Samples (non-viable)	Each	86.00

Item				Description	Unit of Measure	Fee
		27.		Ambient Air Sample (viable)	Each	86.00
		28.		Wall Cavity Samples (non-viable)	Each	90.00
		29.		Tape/Lift Sample (non-viable)	Each	86.00
		30.		Swab Sample	Each	86.00
		31.		Transmission Electronic Microscopy (TEM), 24 hour	Each	202.00
		32.		TEM, 48 hour	Each	165.00
		33.		Phase Contrast Microscopy (PCM), 24 hour	Each	24.50
		34.		PCM, 48 hour	Each	18.50
		35.		PLM, 48 hour	Each	22.50
		36.		Point Count Analysis	Each	73.00
		37.		Total Lead Sample (atomic absorption method)	Each	24.50
		38.		X-ray Florescence (XRF)(lead-based paint survey)	Per Day	245.00
		39.		Air Monitoring		
			a.	8-hour shift	Per Day	615.00
			b.	12-hour shift	Per Day	760.50
		40.		Live Capture Traps (funnel and bucket)	Each	18.50
	B.			IDW Handling, Decontamination, Safety, Well Permits		
		1.		55-gallon Steel Drums	Each	97.00
		2.		Transporting of Drums On-site	Per Hour	162.00
		3.		OSHA Safety Devices (level C)	Per Day/Man	73.00
		4.		Permitting and Well Completion Report Processing	Per Hour	73.00
V. PROJECT OVERSIGHT (ABATEMENT ACTIVITIES)						
				Services to be priced by request on a per project basis.		

This fee schedule presents a broad range of services offered under this contract. Fees for services and/or equipment not specifically listed, that are requested during the contract period will be negotiated on a case by case basis. Negotiations shall establish a unit of measure and an estimated quantity to result in an acceptable overall cost (unit x quantity = total price).

1. Additional tests will be in accordance with PSI regular rates and quoted upon request.
2. Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein.
3. Cancellation without notice will be invoiced at the Engineering Technician's hourly rate.
4. Work conducted in excess of 40 hours per week, on holidays and/or on weekends, at your request, will be invoiced at 1.5 times the normal rates, unless other arrangements are made in advance.
5. Standby time during re-compaction, due to late arrival of concrete, etc. and concrete monitoring on a full-time basis will be invoiced at the Engineering Technician's hourly rate.
6. Minimum of 4 in-place density tests per trip.

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

EXHIBIT E
KEY PERSONNEL – Professional Service Industries, Inc. 2022

PRINCIPAL ENGINEER

- Robert Trompke, PE
- Ian Kinnear, PE
- Angela Garzia, PE

**REGISTERED SENIOR ENGINEER/THRESHOLD
ENGINEER/SENIOR DIRECTOR**

- Mustapha Abboud, PE
- James Hill, PE, SI
- Ben Golestani, PE, PhD
- Lance Reaves

PROJECT ENGINEER/SCIENTIST II

- Max McGahan, PE
- Malcolm Thompson, PE
- Aaron Wells, PE
- Vicki Lewis

PROJECT ENGINEER/SCIENTIST I

- Robert (Bob) Bryant
- Jeff Townsend
- Isabel King
- John Clary

STAFF ENGINEER

- Luis Calderon
- Marcus Mancini
- Andy Pinkerton

ENGINEERING/SCIENTIFIC ASSOCIATE

- Sydney Rivera
- Andrew Smith
- Dagmara Krupa

SENIOR ENGINEERING TECH./THRESHOLD REP.

- Daniel Esposito
- Jose Ramos
- Jose Perez
- Isoel Rodriguez

ENGINEERING TECHNICIAN

- Asier San Juan
- Benny Spears
- Ken Farrell

DRAFTSMAN

- David J. Williams

TECHNICAL SECRETARY

- Cindy Demeter
- Lula Reyes

CTQP LEVEL I

- Stephen Jowahir
- Bradley Sampar

CTQP LEVEL II

- Michael Soto Soto
- Willie Simmons

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND UNIVERSAL ENGINEERING SCIENCES
FOR CONTINUING GEOTECHNICAL ENGINEERING,
ENVIRONMENTAL, MATERIAL AND CONSULTING TESTING SERVICES**

THIS AGREEMENT is made and entered into this **20 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **Universal Engineering Sciences** whose address is **3532 Maggie Blvd Orlando, FL 32811**, hereinafter "**ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of **CITY** to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the **CITY** advertised RFQ 2022-004, titled "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the **CITY** has determined that **Universal Engineering Sciences** is qualified to provide the services and desires to award a continuing services contract to **ENGINEER** consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The **ENGINEER** shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the **ENGINEER**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **ENGINEER** has submitted to the **CITY** detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The **CITY** hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the **ENGINEER** desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the **CITY** for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The **ENGINEER** acknowledges that the **CITY** has retained other **ENGINEERS** and that coordination between said **ENGINEERS** and the **ENGINEER** may be necessary from time to time for the successful completion of the Assignments. The **ENGINEER** agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The **ENGINEER** will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the ENGINEER for the performance of the Assignment.

All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the ENGINEER.

- 3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.
- 3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.

- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the ENGINEER'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The ENGINEER will be notified of any questionable items contained in invoices submitted by the ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Addendum of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the CITY and the ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

ENGINEER: Mr. Guy H. Rabens, P.E.
Branch Manager
Universal Engineering Sciences
3532 Maggie Blvd
Orlando, FL 32811

SECTION 7. CHANGES IN SCOPE

The CITY or the ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or
- 8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the ENGINEER's services hereunder, the CITY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and the CITY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the CITY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Agreement and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Agreement unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the ENGINEER and the CITY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the ENGINEER, or any person or subconsultant employed by the ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the ENGINEER. The ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the CITY and the ENGINEER.

Any documents given to or prepared or assembled by the ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.
- 12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The ENGINEER shall also maintain the financial information and data necessary to determine overhead

rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

- 13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.
- 13.3 ENGINEER acknowledges 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, ENGINEER shall keep and maintain public records required by the CITY to perform the service.
- a. **If ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to ENGINEER'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.**
 - b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. ENGINEER shall 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 agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.
 - d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If ENGINEER does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

- g. If the ENGINEER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B - WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

- 21.1 In compliance with Section 448.095, Fla. Stat., ENGINEER 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. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, ENGINEER, 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. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the City for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that ENGINEER 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.* ENGINEER 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. ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement to become effective on the day and year first written above.

By: [Signature]
GUY H. RABENS, P.E.
Title: BRANCH MANAGER
Date: 04/25/2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of April, 2022,
by means of ☒ physical presence or ☐ online notarization,
by Guy H. Rabens as Branch MGR for J.E.S., a
Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: FRANK MATOS
My Commission Expires: 7-20-2022

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A SCOPE OF SERVICES

Under this continuing services agreement the ENGINEER will provide Continuing Geotechnical Engineering Services for assistance in the processing of City construction projects. The services required include but are not limited to: determining if the bearing capacity and other soil characteristics are suitable to construct the proposed roadway and associated structures, exploring the soil stratigraphy in the retention areas, provide the results of the soil permeability test and estimating the normal seasonal high groundwater table at the boring locations.

Typical testing services shall include, but not be limited to, providing LBR's or FBV's; proctors for all fill and misc. materials; density testing of all back fill, pipe structures, subbase, road base and curb pads; asphalt road coring; solid cement breaks and concrete testing all in accordance with FDOT and AASHTO standard requirements.

**EXHIBIT B
WORK ORDER FORM**



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

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____ (Signature)	Requested By: _____ (Signature)
Title/Position: _____	Approved By: _____ City Manager (Signature)
City Engineer: _____ City Engineer (Signature)	Approved By: _____ Mayor (Signature)
Approved By: _____ Director, PW&E (Signature)	City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____
City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

**CONTINUING PROFESSIONAL SERVICES FOR GEOTECHNICAL ENGINEERING AND
CONSTRUCTION MATERIALS TESTING SERVICES**

CITY OF KISSIMMEE

EXHIBIT C - BILLABLE RATES (MAY 2022)

2.0 EARTHWORK

	Unit	Fee
2.1 / 2.2 Embankment/ Backfill for Stormwater Conveyance System		
2.2.1 In-Place Density Tests (minimum 3 per trip)	each	\$ 31.00
2.2.2 Proctors (Standard T-99)	each	\$ 130.00
2.2.3 Sieve Analysis, Wash < 200	each	\$ 43.00
2.3 Organic Testing		
2.3.1 Organic Content Testing (average of 3)	each	\$ 42.00
2.4 Drilling		
2.4.1 Mobilization of Drilling Equipment:		
a. Standard drilling equipment (site accessible)	Lump Sum	\$ 600.00
2.4.2 Soil Borings:		
a. Shallow manual auger borings	linear foot	\$ 12.00
b. Power auger borings	linear foot	\$ 12.00
c. Standard penetration test (SPT) borings:		
0 to 50 foot depths	linear foot	\$ 16.00
50 to 100 foot depths	linear foot	\$ 18.00
100 to 150 foot depths	linear foot	\$ 22.00
additional SPT samples	each	\$ 27.00
d. Rock coring:		
0 to 50 foot depths	linear foot	\$ 30.00
50 to 100 foot depths	linear foot	\$ 45.00
100 to 150 foot depths	linear foot	\$ 60.00
e. Grout and seal boreholes		
0 to 50 foot depths	linear foot	\$ 5.00
50 to 100 foot depths	linear foot	\$ 8.00
100 to 150 foot depths	linear foot	\$ 10.00
f. Install casing:		
0 to 50 foot depths	linear foot	\$ 5.00
50 to 100 foot depths	linear foot	\$ 8.00
100 to 150 foot depths	linear foot	\$ 10.00
g. Premium for drilling done with Bombadier, Barge, holiday, weekends or night work time (x) the normal rate	per day	2.4
h. Support water truck	per day	\$ 350.00
2.4.3 Muck Probes/Wash Borings, Manual:		
2-man party	per day	\$ 1,300.00
3-man party	per day	\$ 1,950.00
2.4.5 Undisturbed Samples (Shelby Tube):		
0 to 50 foot depths per sample	each	\$ 125.00
50 to 100 foot depths per sample	each	\$ 150.00

2.4.6 Mechanical Cone Soundings		linear foot	\$	15.00
2.4.7 Piezocone Sounding		linear foot	\$	15.00
2.4.8 Drill Rig Crew (time basis):				
	2-man crew	per hour	\$	275.00
	3-man crew	per hour	\$	350.00
2.5 Laboratory and Field Analysis for Geotechnical and Hydro Environmental				
2.5.1 Identification:				
a.	Natural moisture content, ASTM D-2216	each	\$	12.00
b.	Unit weight and moisture content (undisturbed sample)	each	\$	25.00
c.	Void ratio determination, additional	each	\$	50.00
d.	Open shelby tubes	each	\$	50.00
e.	Liquid and plastic limit, ASTM D-324 and ASTM D-424	per sample	\$	110.00
f.	Shrinkage limit	per sample	\$	75.00
g.	Specific gravity, ASTM D-854	per sample	\$	175.00
2.5.2 Grain Size Determinations:				
a.	Sieve analysis, ASTM D-421, ASTM D-424	each	\$	68.00
b.	Percent fines, ASTM D-1140	each	\$	44.00
c.	Hydrometer analysis	each	\$	175.00
2.5.3 Consolidation Testing of Undisturbed Samples:				
a.	Incremental consolidation test, ASTM D-2435:			
	up to 10 load-unload increments	per test	\$	550.00
	more than 10 load-unload increments, per add'l increment	increment	\$	50.00
b.	Constant rate of strain consolidation, ASTM D-4186	each	\$	550.00
2.5.4 Strength Tests:				
a.	Strength index tests (torvane, penetrometer, etc.)	each	\$	5.00
b.	Vane shear tests (field)	each	\$	275.00
c.	Unconfined compression test, ASTM D-2166:			
	strength only	each	\$	150.00
	with stress-strain curve	each	\$	200.00
d.	Triaxial test:			
	unconsolidated-undrained, ASTM D28-50	each	\$	1,250.00
	unconsolidated-undrained (with pore pressure response)	each	\$	1,350.00
	consolidated-undrained (with pore pressure measure)	each	\$	1,350.00
	consolidated-drained on sands	each	\$	1,250.00
	consolidated-drained on fine grained sands	each	\$	1,350.00
	use of fluids other than water, additional per test	per test	\$	1,500.00
e.	Direct shear test (coarse grained soils):			
	conventional 3 2.5-inch box shear	normal load	\$	600.00
	with stress reversals	normal load		N/A
	conventional 12-inch box shear	normal load		N/A
	set-up charge for geosynthetics (add'l per normal load)	each		N/A
	angle of repose	each		N/A
f.	Splitting tensile for rock cores	each	\$	150.00

2.5.5 Permeability Tests:

a.	Permeability test of sand	each	\$	200.00
b.	Permeability test on fine grained soil:		\$	200.00
	k>10-8 cm/sec	each	\$	350.00
	k<10-8 cm/sec	each	\$	350.00
c.	Permeation with fluids other than water, add'l per test	per test	\$	175.00

2.5.6 Miscellaneous Testing:

a.	pH (water)	each	\$	50.00
b.	Specific conductance (water)	each	\$	20.00
c.	Flouride	each	\$	25.00
d.	Sulfate	each	\$	50.00
e.	Chloride	each	\$	50.00
f.	Soil pH	each	\$	50.00
g.	Soil specific conductance	each	\$	50.00
h.	Soil resistivity, ASTM G-57	each	\$	50.00
i.	Carbonate content	each	\$	175.00
j.	Turbidity	each	\$	20.00
k.	Corrosion resistance (pH, R, Cl, S)	each	\$	200.00

2.6 Other Soil Testing

2.6.1	Corrosion Reistance (pH, r, CL, Su	each	\$	218.00
2.6.2	Atterberg Limits Page 2	each	\$	115.00
2.6.3	Grain Size Distribution	each	\$	68.00
2.6.4	Constant Head Permeability Test	each	\$	200.00

3**ROADWAY****3.1 Stabilization**

3.1.1	Density Tests, including thickness	each	\$	31.00
3.1.2	Proctors, Modified (T-180) *4 point min	each	\$	132.00
3.1.3	LBR's (4-point minimum)		\$	385.00

3.2 Soil Cement Base

3.2.1	Density Tests, including thickness	each	\$	31.00
3.2.2	Proctors, Modified (T-180) *4 point min AASHTO T-134/ASTM D558	each	\$	132.00
3.2.3	Soil Cement Field Proctor AASHTO T-134/ASTM D558	each	\$	115.00
3.2.3	LBR's (4-point minimum)	each	\$	385.00

3.2.4	Soil cement pill sets (including Compressive Strength)	per set	\$	105.00
3.2.5	Coring for Depth	each	\$	70.00
3.2.6	Coring Equipment Mobilization	trip	\$	240.00

3.3 Pavement Structural Course

3.3.1	Extraction and Gradation	each	\$	190.00
3.3.2	Density Test	each	\$	39.00
3.3.3	Coring for Depth	each	\$	78.00
3.3.4	Coring Equipment Mobilization	trip	\$	245.00
3.3.5	Gyratory Pills & Rice Test Extraction / Gradation separate charge	each	\$	220.00
3.3.6	Rolling Straight Edge Equipment Mobe	trip	\$	298.00

3.4 Friction Course

3.4.1	Extraction and Gradation	each	\$	190.00
3.4.2	Density Test	each	\$	39.00
3.4.3	Gyratory Pills & Rice Test	each	\$	218.00
3.4.4	Rolling Straight Edge Equipment Mobe	trip	\$	298.00

4 CONCRETE

4.1 / 4.2 Non-Structural Concrete / Structural Concrete

4.2.1	Mold, transport, cured, tested and reported concrete cylinders - set of four (4) minimum	per set	\$	190.00
4.2.1a	Mold, transport, cured, tested and reported concrete cylinders - (1)	each	\$	20.00
4.2.2	Coring for Depth	each	\$	95.00
4.2.3	Coring Equipment Mobilization	trip	\$	255.00

4.3 Drilled Shaft

Deliverables per scope at appropriate hourly labor rates.

4.4 Pile Driving

4.4.1	Pile Driving Analyzer (PDA) (Equipment Only)	day	\$	1,000.00
4.4.1A	Set Checks w/PDA (Equipment Only)	day		Included
4.4.2	WEAP Analysis	each	\$	600.00
4.4.3	CAPWAP Analysis	each	\$	600.00
4.4.4	PIT Testing (Equipment Only)	day	\$	395.00
4.4.5	Saximeter / SET Checks (equipment only)	day	\$	55.00
4.4.6	Vibration Monitoring (equipment only)	day	\$	175.00

5**GROUND/SURFACE WATER SAMPLES**

5.1	Turbidity Testing	test	\$	20.00
5.2	Benzene Test	test	\$	65.00
5.3	Naphthalene Test	test	\$	95.00
5.4	Hexavalent Chromium Test	test	\$	44.00
5.5	Cadmium Test	test	\$	15.00
5.6	Copper Test	test	\$	15.00
5.7	Lead Test	test	\$	15.00
5.8	Zinc Test	test	\$	15.00
5.9	BTEX, MTBE Test	test	\$	65.00
5.1	Volatile Organic Halocarbons	test	\$	75.00
5.11	Volatile Organics	test	\$	100.00
5.12	PAH's	test	\$	120.00
5.13	PAH's by SIM	test	\$	120.00
5.14	TRPH by FLPRO	test	\$	85.00
5.15	Semivolatiles	test	\$	180.00
5.16	Single Metals Analysis	test	\$	15.00
5.17	Mercury	test	\$	36.00
5.18	Mercury Low Level	test	\$	115.00
5.19	Total Organic Compound (SW846 9060A Mod)	test	\$	39.00
5.2	Total Organic Compound (SM19 5220C M)	test	\$	38.00
5.21	Hardness (total)	test	\$	20.00
5.22	pH (SW846 9045D, Chapter 7)	test	\$	15.00
5.23	pH (SM19 4500H B/SW 9040C)	test	\$	15.00

6**PERSONNEL**

6.2.1	Project Manager	hour	\$	235.76
6.2.2	Project Engineer	hour	\$	282.56
6.2.3	Senior Field Technician	hour	\$	74.25
6.2.4	Field Technician	hour	\$	56.31
6.2.5	Clerical	hour	\$	64.28
*	Standby Time (Field Technician) (Acceptable only with prior County approval)	per hour	\$	56.31

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

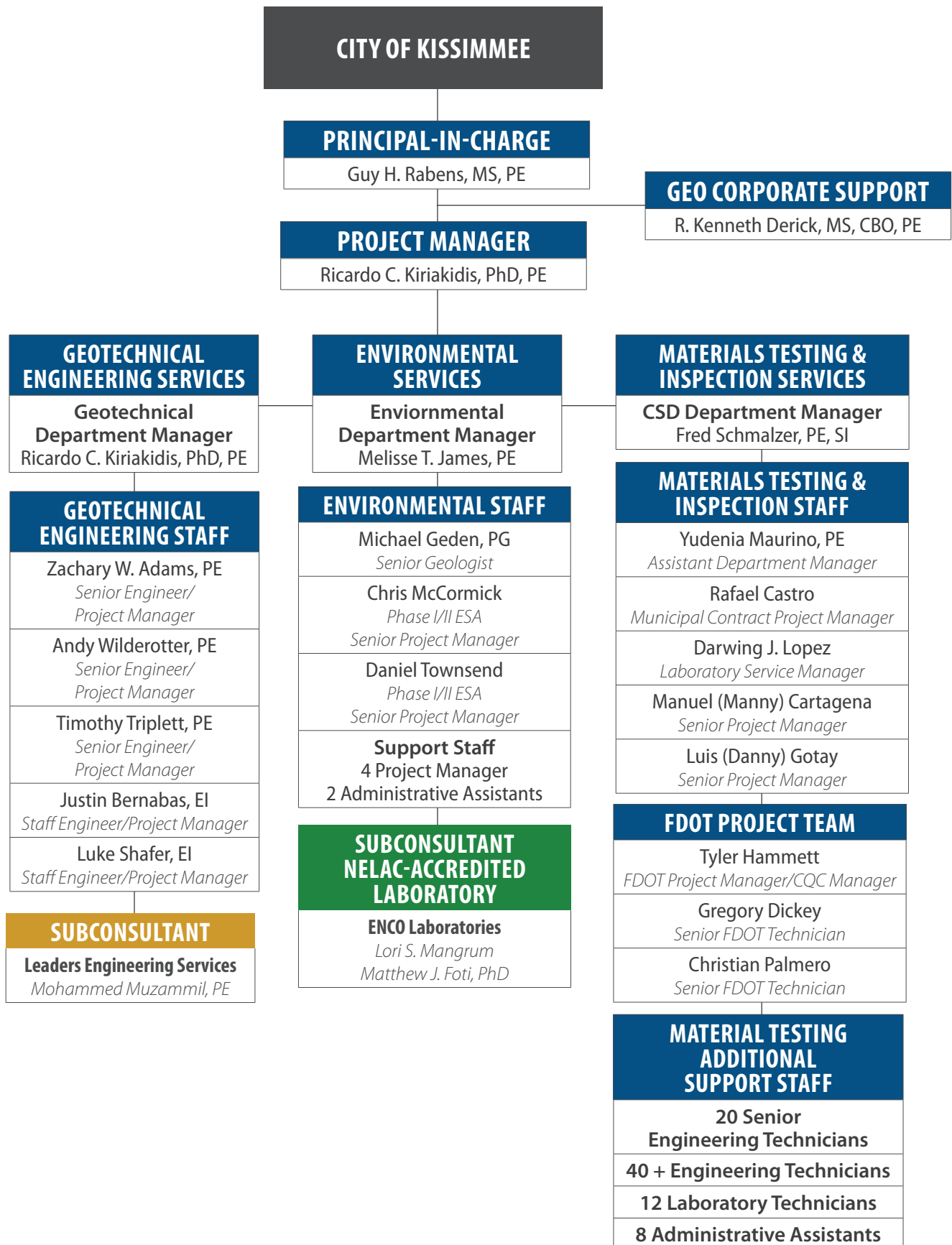
Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

ORGANIZATIONAL CHART



**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND S&ME, INC
FOR CONTINUING GEOTECHNICAL ENGINEERING,
ENVIRONMENTAL, MATERIAL AND CONSULTING TESTING SERVICES**

THIS AGREEMENT is made and entered into this **20 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **S&ME, Inc** whose address is **4303 Vineland Road Ste F-14-15, Orlando, FL 32811**, hereinafter "**ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2022-004, titled "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **S&ME, Inc** is qualified to provide the services and desires to award a continuing services contract to **ENGINEER** consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

- 1.1 The **ENGINEER** shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the **ENGINEER**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **ENGINEER** has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the **ENGINEER** desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The **ENGINEER** acknowledges that the CITY has retained other **ENGINEERS** and that coordination between said **ENGINEERS** and the **ENGINEER** may be necessary from time to time for the successful completion of the Assignments. The **ENGINEER** agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".
- 1.4 The **ENGINEER** will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

2.2 SPECIAL SURVEYING SERVICES

The CITY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the ENGINEER for the performance of the Assignment.

All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the ENGINEER.

- 3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.
- 3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:
 - A. Expenses of reproductions, postage and handling of materials and documents as required.

- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the ENGINEER'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The ENGINEER will be notified of any questionable items contained in invoices submitted by the ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Addendum of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the CITY and the ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

ENGINEER:

Mr. Dan Dunham, P.E.
Contract Manager
S&ME, Inc.
4303 Vineland Road, Suite F14-15
Orlando, FL 32811

SECTION 7. CHANGES IN SCOPE

The CITY or the ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or
- 8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the ENGINEER's services hereunder, the CITY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and the CITY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the CITY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Agreement and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Agreement unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the ENGINEER and the CITY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The ENGINEER will continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY.

9.2.1 WORKERS' COMPENSATION

The ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$1,000,000 each employee/each accident/policy limit for Employers' Liability.

9.2.2 COMMERCIAL GENERAL LIABILITY

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual pursuant to ISO form CG 00 01 04/13, Products and Completed Operations, and Personal Injury. The limits will be \$1,000,000 each occurrence Combined Single Limit (CSL) or its equivalent.

9.2.3 BUSINESS AUTOMOBILE LIABILITY

The ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of \$1,000,000 each accident Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 per claim and in the annual aggregate that protects the ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims to the extent caused by the service performed by the ENGINEER, or any person or subconsultant employed by the ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for one (1) year after completion of any related construction and acceptance of the facilities designed by the ENGINEER under the scope of this Agreement including any amendment thereto either through the renewal of the policy or the purchase of an extended reporting period.

9.2.5 The ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the ENGINEER. The ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the CITY and the ENGINEER.

Any documents given to or prepared or assembled by the ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.
- 12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- 13.1 The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The ENGINEER shall also maintain the financial information and data necessary to determine overhead

rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

- 13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.
- 13.3 ENGINEER acknowledges 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, ENGINEER shall keep and maintain public records required by the CITY to perform the service.
- a. **If ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to ENGINEER'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.**
 - b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. ENGINEER shall 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 agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.
 - d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - f. If ENGINEER does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

- g. If the ENGINEER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

- 18.1 The ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:
- EXHIBIT A - SCOPE OF SERVICES
 - EXHIBIT B – WORK ORDER FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 FLORIDA STATUTE 558.0035

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

- 21.1 In compliance with Section 448.095, Fla. Stat., ENGINEER 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. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, ENGINEER, 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. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the City for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that ENGINEER 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*. ENGINEER 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. ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement to become effective on the day and year first written above.

By: 
DAN DUNHAM

Title: CONTRACT MANAGER

Date: 4/29/2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2022,
by means of ☒ physical presence or ☐ online notarization,
by _____ as _____ for _____, a
Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:

Print Name: JESSICA WELCH

My Commission Expires: 6/4/2025



CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services agreement the ENGINEER will provide Continuing Geotechnical Engineering Services for assistance in the processing of City construction projects. The services required include but are not limited to: determining if the bearing capacity and other soil characteristics are suitable to construct the proposed roadway and associated structures, exploring the soil stratigraphy in the retention areas, provide the results of the soil permeability test and estimating the normal seasonal high groundwater table at the boring locations.

Typical testing services shall include, but not be limited to, providing LBR's or FBV's; proctors for all fill and misc. materials; density testing of all back fill, pipe structures, subbase, road base and curb pads; asphalt road coring; solid cement breaks and concrete testing all in accordance with FDOT and AASHTO standard requirements.

EXHIBIT B
WORK ORDER FORM



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

Work Order #:

Purchase Order#:

DATE:

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

**DESCRIPTION OF
ASSIGNMENT:**

**FORM OF COMPLETED
DELIVERABLES:**

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

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

TASK

FEE

1)

2)

3)

4)

5)

\$
-

Contract Dollars: \$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$0.00

Accepted By:

Requested By:

(Signature)

(Signature)

Title/Position:

Approved By:

City Manager

(Signature)

City Engineer:

Approved By:

City Engineer

(Signature)

Mayor

(Signature)

Approved By:

Director, PW&E

(Signature)

City Commission Approval Date:

(If Required)

Approved as to Form and Legality:

City Attorney

(Signature)

EXHIBIT C
HOURLY RATE SCHEDULE



Construction Services Fee Schedule S&ME, Inc.

City of Kissimmee, Florida

Field Services

A	Engineering Technician; per hour.....	\$	55.44
B	Senior Engineering Technician; per hour.....	\$	79.32
C	Mileage; per mile.....	\$	0.65
D	Per Diem Charge, per day (for out of town work only).....	Cost + 10%	

Note: Overtime for technician and inspector services is 1.5 x regular rate for hours in excess of 8 hours per weekday, and all time on Saturdays, Sundays, and Holidays. All services are charged portal to portal.

Laboratory Services *(costs do not include administrative time for data review or reporting)*

A	Concrete - Compressive Strength Testing of Cores; each.....	\$	60.00
B	Concrete - Compressive Strength Testing of Cylinders; per cylinder cast.....	\$	15.00
C	Concrete - Flexural (Third Point) Strength Testing of Beams; per beam cast.....	\$	55.00
D	Grout (Masonry) - Compressive Strength Testing of Prisms; per sample cast.....	\$	20.00
E	Grout (Non-Shrink) - Compressive Strength Testing of Cubes; per sample cast.....	\$	20.00
F	Soil/Aggregate - Laboratory Compaction Characteristics (Proctor) - Modified Effort; each.....	\$	135.00
G	Soil/Aggregate - Laboratory Compaction Characteristics (Proctor) - Standard Effort; each.....	\$	135.00
H	Soil/Aggregate Particle Size (Sieve) Analysis; each.....	\$	160.00
I	Soil - Limerock Bearing Ratio (LBR) (FDOT FM 5-515); each.....	\$	400.00
J	Soil - Liquid Limit, Plastic Limit and Plasticity Index; each.....	\$	120.00
K	Soil - Organic Content; each.....	\$	45.00
L	Soil - Particle Size Analysis (Wash 200 only); each.....	\$	60.00
M	Soil - Water (Moisture) Content; each.....	\$	15.00
N	Sprayed Fire-Resistive Material - Adhesion/Cohesion testing (materials/equipment only); per test.....	\$	75.00
O	Sprayed Fire-Resistive Material - Density (lab test only); per test.....	\$	25.00
P	Asphalt - Specific Gravity/Thickness of Cores; each.....	\$	40.00

Professional Services

A	Principal Engineer; per hour.....	\$	222.99
B	Senior Engineer; per hour.....	\$	151.92
C	Professional Engineer/Project Manager; per hour.....	\$	113.55
D	Staff Professional; per hour.....	\$	72.12
E	Administrative Support; per hour.....	\$	70.32

Materials & Equipment

A	Coring Equipment; per day.....	\$	200.00
B	Floor Flatness and Levelness Device; per day.....	\$	150.00
C	Equipment rental, subcontracted services, or other expenses.....	Cost + 10%	



S&ME Inc.
Geotechnical Services Fee Schedule
City of Kissimmee, Florida

Labor Category	Unit	Rate
CAD Operator - C1	per hour	\$95.00
CAD Operator - C2	per hour	\$85.00
CAD Operator - C3	per hour	\$85.00
Driller I	per hour	\$85.00
Driller II	per hour	\$95.00
Driller III	per hour	\$100.00
Driller III Overtime	per hour	\$150.00
Driller IV	per hour	\$150.00
Driller IV Overtime	per hour	\$165.00
Staff Professional - P1	per hour	\$120.00
Staff Professional - P2	per hour	\$135.00
Project Professional - P3	per hour	\$160.00
Project Professional - P4	per hour	\$180.00
Senior Professional - P5	per hour	\$205.00
Principal Professional - P6	per hour	\$235.00
Principal Professional - P7	per hour	\$280.00
Project Manager - PM4	per hour	\$195.00
Senior Project Manager	per hour	\$205.00
Principal Project Manager	per hour	\$235.00
Administrative Support - S1	per hour	\$75.00
Administrative Support - S2	per hour	\$75.00
Administrative Support - S3	per hour	\$75.00

Code	Unit Rate Category	Unit	Rate
A006	SOIL - pH	each	\$53.00
C082	PIEZOMETERS	each	\$320.00
C099	BOREHOLE LOGGING CALIPER PROBE (EQUIPMENT RATE)	per day	\$64.00
C281	HAND HELD VIBRATORY CORER	per day	\$690.00
D001	LOCAL MOBILIZATION/DEMOLIBILIZATION OF SPT/CPT RIG (L.S. FOR LESS THAN OR EQUAL TO 50 MILES ONE WAY)	each	\$900.00
D002	ALL TERRAIN VEHICLE SURCHARGE	per day	\$275.00
D003	OUT OF TOWN MOB FOR SPT OR CPT (round trip mileage)	per mile	\$9.00
D007	SOIL TEST BORINGS, N LESS THAN OR EQUAL TO 60 bpf & 0 - 50 FEET	per foot	\$18.00
D011	SOIL TEST BORINGS, N > 60 bpf	per foot	\$22.00
D015	SOIL TEST BORINGS 125 - 150 FEET	per foot	\$32.00
D016	AUGER BORINGS	per foot	\$13.00
D017	SOIL TEST BORINGS 50 - 100 FEET	per foot	\$23.00
D018	SOIL TEST BORINGS 100 - 125 FEET	per foot	\$27.00
D019	ADDITIONAL SPLIT-SPOON SAMPLES	each	\$37.00
D020	UNDISTURBED SAMPLES	each	\$280.00
D021	ROCK CORING - SET-UP, EACH LOCATION	each	\$345.00
D041	PIEZOMETER / TEMPORARY PVC STANDPIPE INSTALLATION	per foot	\$12.00
D044	GROUT PLANT	per day	\$250.00
D045	STEAM CLEANER	per day	\$160.00
D047	BOREHOLE ABANDONMENT UP TO 4"	per foot	\$12.00
D1043	BOREHOLE ABANDONMENT OVER 4" TO 8"	per foot	\$14.00
D049	CONCRETE/ASPHALT CORING	each	\$295.00
D050	CREW SUBSISTENCE	per day	\$450.00
D057	CASING ADVANCER	each	\$45.00
D071	SOIL - BULK SAMPLE HANDLING	each	\$65.00
D1019	WELL SURFACE COMPLETION	each	\$375.00
D102	CORE BOXES	each	\$38.00
D1035	PIEZOMETER SURFACE COMPLETION (SINGLE)	each	\$160.00
D1113	BARGE INCLEMENT WEATHER	per day	\$1,800.00
D1149	BARGE SUPPORT BOAT	per day	\$375.00
D1165	CPT DISCRETE SOIL SAMPLING	per sample	\$10.00
D1170	SOIL TEST BORINGS WITH CONTINUOUS SAMPLING	per foot	\$34.00
D118	WATER PUMP	per day	\$150.00
D1199	DAILY RATE FOR SOIL DRILLING RIG	per day	\$3,100.00
D1205	PILE DRIVING ANALYZER (PDA - DAILY EQUIPMENT RATE)	per day	\$610.00
D1225	WELL INSTALLATION (INCLUDES MATERIALS BUT NOT DRILLING	per foot	\$52.00
D125	WATER TANK / TRAILER / TRUCK	each	\$240.00
D1266	ROCK CORING (PER FT)	per foot	\$62.00
D1281	SLOPE INCLINOMETER CASING (2.75") (PER FT)	per foot	\$35.00

D1317	CREW TIME FOR CLEARING, DIFFICULT MOVING & HAULING WATER (PER HOUR)	per hour	\$275.00
D1319	CONCRETE / ASPHALT PATCHING	each	\$48.00
D1463	AMPHIBIOUS CARRIER MOBILIZATION	each	A
D1464	AMPHIBIOUS CARRIER WITH RIG & CREW	per day	\$4,650.00
D1465	AMPHIBIOUS CARRIER SUPPORT & RECOVERY VEHICLE	per day	\$290.00
D1466	AMPHIBIOUS CARRIER LAYDOWN RATE	per day	\$1,900.00
D1467	AMPHIBIOUS CARRIER PROGRAM MANAGER	per day	\$900.00
D202	GPS UNIT (SUB-METER ACCURACY CAPABILITY) (DAILY EQUIPMENT RATE)	per day	\$160.00
D284	MOBILIZATION/DEMOBILIZATION OF S&ME PORTABLE BARGE (LESS THAN OR EQUAL TO 50 MILES ONE-WAY)	each	\$3,100.00
D460	SURCHARGE (NIGHT TIME DRILLING) SURCHARGE REDUCED TO ACCOUNT FOR ADDITIONAL DRILLING FOOTAGE	each	\$1,275.00
D513	HOLE CLOSURE DEVICES	each	\$18.00
D520	CASING INSTALLATION	per foot	\$13.00
D610	CPT SOUNDINGS	per foot	\$17.00
D611	CPT SEISMIC SHEAR WAVE VELOCITY TESTS	each	\$45.00
D612	CPT PORE PRESSURE DISSIPATION TESTING	per hour	\$400.00
D627	DILATOMETER (DMT) TESTING	per foot	\$17.00
D641	CPT DAILY RATE	per day	\$4,450.00
D751	ADDITIONAL MOBILIZATION OF S&ME PORTABLE BARGE (> 50 MILES ONE-WAY)	per mile	\$8.50
D814	BOREHOLE LOGGING MATRIX / WINCH SYSTEM (DAILY EQUIPMENT RATE)	per day	\$265.00
D815	BARGE DAILY RATE (INCLUDES DRILLING)	per day	\$4,650.00
D839	RIG ON VESSEL OF OPPORTUNITY	per day	\$3,750.00
D905	DRUMS	each	\$85.00
E023	AGI SUPERSTRING R8 RESTIVITY SYSTEM (DAILY EQUIPMENT RATE)	per day	\$850.00
E027	GEOMETRICS SEISMIC SYSTEM (DAILY EQUIPMENT RATE)	per day	\$530.00
E029	AGI STRING R1 RESTIVITY SYSTEM (4-POINT WENNER) (DAILY EQUIPMENT RATE)	per day	\$265.00
E1000	SKID STEER	per day	\$275.00
E1150	GF INSTRUMENTS CMD EXPLORER FDEM SYSTEM (DAILY RATE)	per day	\$530.00
E184	CROSSHOLE SONIC LOGGING (CSL) EQUIPMENT (DAILY EQUIPMENT RENTAL)	per day	\$435.00
E508	INCLINOMETER READINGS (PER DAY - LABOR AND EQUIPMENT)	per day	\$1,750.00
E513	SOIL - RESISTIVITY (ASTM METHOD)	each	\$90.00
E641	BOREHOLE LOGGING GAMMA PROBE (DAILY EQUIPMENT RATE)	per day	\$65.00
E958	GF INSTRUMENTS CMD-4 FDEM SYSTEM (DAILY EQUIPMENT RATE)	per day	\$375.00
F001	MILEAGE (per mile)	each	\$0.71
F066A	BOREHOLE LOGGING TRIPOD (DAILY EQUIPMENT RATE)	per day	\$11.00
F122A	WELLCAD BOREHOLE LOGGING SOFTWARE (DAILY EQUIPMENT RATE)	per day	\$26.50
F153	KESSLER DCP EQUIPMENT	per day	\$125.00
F336	GSSI AND MALA GPR SYSTEM (DAILY EQUIPMENT RATE)	per day	\$530.00
F336A	GSSI SIR 30 PAVEMENT & BRIDGEDECK GPR SYSTEM (DAILY EQUIPMENT RATE)	per day	\$1,060.00
F349	GEONICS EM-61 MK2 TDEM SYSTEM (DAILY EQUIPMENT RATE)	per day	\$530.00
F446	THERMAL INTEGRITY PROFILING EQUIPMENT	per day	\$450.00
G018	PORTABLE GENERATOR (DAILY RATE)	per day	\$55.00
G503	BOREHOLE LOGGING ACOUSTIC TELEVIEWER PROBE (DAILY EQUIPMENT RATE)	per day	\$425.00
G842	BOREHOLE LOGGING OPTICAL TELEVIEWER PROBE, (DAILY RATE)	per day	\$425.00
L006	SOIL - UNIT WEIGHT AND MOISTURE CONTENT	each	\$75.00
L007	SOIL - CONSOLIDATION TEST - REMOLDED (INCLUDES SPECIFIC GRAVITY)	each	\$800.00
L008	SOIL - CONSOLIDATION TEST - UNDISTURBED (INCLUDES SPECIFIC GRAVITY)	each	\$650.00
L010	SOIL - SPECIFIC GRAVITY	each	\$100.00
L014	SOIL - UNCONFINED COMPRESSIVE STRENGTH - UNDISTURBED	each	\$130.00
L014A	SOIL - UNCONFINED COMPRESSIVE STRENGTH - REMOLDED	each	\$180.00
L015	SOIL - TRIAXIAL TEST - UNDISTURBED - UNCONSOLIDATED, UNDRAINED	each	\$560.00
L016	SOIL - TRIAXIAL TEST - RECOMPACTED - UNCONSOLIDATED, UNDRAINED	each	\$700.00
L019	SOIL - TRIAXIAL TEST - UNDISTURBED - CONSOLIDATED, UNDRAINED	each	\$1,060.00
L019R	SOIL - TRIAXIAL TEST - RECOMPACTED - CONSOLIDATED, UNDRAINED	each	\$1,220.00
L020	SOIL - TRIAXIAL TEST - UNDISTURBED - CONSOLIDATED, UNDRAINED WITHOUT PORE PRESSURE MEASUREMENTS	each	\$950.00
L020R	SOIL - TRIAXIAL TEST - RECOMPACTED - CONSOLIDATED, UNDRAINED WITHOUT PORE PRESSURE MEASUREMENTS	each	\$900.00
L021	SOIL - HYDRAULIC CONDUCTIVITY (PERMEABILITY) TEST - REMOLDED SAMPLE	each	\$400.00
L021A	SOIL - HYDRAULIC CONDUCTIVITY (PERMEABILITY) TEST - UNDISTURBED SAMPLE	each	\$350.00
L049	SOIL - CALIFORNIA BEARING RATIO (CBR) (1 POINT SOAKED)	per point	\$225.00
L050	SOIL - CALIFORNIA BEARING RATIO (CBR) (3 POINTS, SOAKED)	per 3 points	\$530.00
L078	CAPWAP ANALYSIS	each	\$425.00
L314	PILE INTEGRITY TESTING (PIT) EQUIPMENT (DAILY EQUIPMENT RATE)	per day	\$345.00
L456	HIGH-STRAIN DYNAMIC PILE TESTING WITH PILE DRIVING ANALYZER (PER DAY, LABOR & EQUIPMENT)	per day	\$1,900.00
L618	SOIL - DIRECT SHEAR	per test	\$600.00
L886A	SOIL - PEAK RESIDUAL STRENGTH ON DIRECT SHEAR FAILURE PLANE	per specimen	\$500.00
S043	SPONTANEOUS POTENTIAL (SP) EQUIPMENT (DAILY EQUIPMENT RATE)	per day	\$265.00
S159	INCLINOMETER RENTAL	per day	\$215.00

A - Project Specific, to Be Quoted Individually



S&ME Inc.
Environmental Fee Schedule
City of Kissimmee, Florida

Labor Category	Unit	Rate
Principal Engineer, Geologist, Scientist	per hour	\$185.00
Senior Engineer, Geologist, Scientist	per hour	\$150.00
Project Engineer, Geologist, Scientist	per hour	\$125.00
Staff Professional	per hour	\$95.00
Environmental Technician	per hour	\$75.00
Principal Industrial Hygienist	per hour	\$185.00
Senior Industrial Hygienist	per hour	\$150.00
Project Industrial Hygienist	per hour	\$120.00
Staff Industrial Hygienist	per hour	\$90.00
Industrial Hygiene Technician	per hour	\$75.00
Principal Cultural Resources Professional	per hour	\$120.00
Senior Cultural Resources Professional	per hour	\$95.00
Project Cultural Resources Professional	per hour	\$70.00
Staff Cultural Resources Professional	per hour	\$60.00
CAD Operator	per hour	\$75.00
Administrative Support	per hour	\$60.00

Code	Unit Rate Category	Unit	Rate
C099	Borehole Caliper Probe	per day	\$60.00
D814	Borehole Matrix / Winch System	per day	\$500.00
E003	Explosimeter/ O2 Meter	per day	\$50.00
E004	pH Meter	per day	\$25.00
E005	Conductivity Meter	per day	\$25.00
E007	Oil-Water Interface Probe	per day	\$60.00
E008	Colorimetric Tube Pump	per day	\$50.00
E020	Portable Generator	per day	\$90.00
E021	XRF Spectrum Analyzer (metals in Soil)	per day	\$500.00
E022	XRF Spectrum Analyzer (metals in Soil)	per week	\$2,000.00
E024	In-Situ Slug Test Equipment	per day	\$45.00
E027	Geometrics ES-3000 Seismograph	per day	\$500.00
E029	AGI String R1 Resistivity Meter	per day	\$300.00
E033	Centrifugal Pump	per day	\$35.00
E069	Dissolved Oxygen Meter	per day	\$50.00
E071	Rediflow Pump	per day	\$125.00
E073	Groundwater Sampling Equipment & Supplies	per sample	\$35.00
E074	Magnetic Locator / Metal Detector	per day	\$50.00

E079	Precision Sound Level Meter	per day	\$100.00
E087	Transducer with Datalogger	per day	\$75.00
E097	Field Tablet	per day	\$75.00
E098	Field Computer	per day	\$20.00
E115	Flow-thru Cell and Meter	per day	\$175.00
E118	Submersible Pump (2 -inch)	per day	\$50.00
E119	Submersible Pump (4-inch)	per day	\$75.00
E124	Enclosed Trailer	per day	\$50.00
E128	Multi-Parameter Water Quality Meter	per day	\$100.00
E135	Turbidity Meter	per day	\$35.00
E159	Drawing Reproduction, "C" size or larger	per sheet	\$15.00
E169	Indoor Air Quality Multimeter	per day	\$150.00
E191	Temperature Meter	per day	\$25.00
E192	Moisture Meter	per day	\$75.00
E193	Temperature / Humidity Meter	per day	\$25.00
E330	AnaBat Bioacoustical Monitoring System	per day	\$300.00
E514	Miscellaneous Tools, Equipment & Supplies	per day	\$50.00
E641	Borehole Gamma Probe	per day	\$60.00
E643	Utility Locating (In-House)	per hour	\$130.00
E660	Natural Resources Field Supplies	per day	\$100.00
E661	Stream Flow Meter	per day	\$50.00
E674	Vapor Expendables & Supplies	per day	\$225.00
E958	FDEM Conductivity Meter	per day	\$350.00
E1063	Infrared Thermography	per day	\$150.00
E1067	Helium Tank	per day	\$50.00
F006	Vehicle Usage	per day	\$75.00
F035	Borescope	per day	\$65.00
F066	Tripod, Rod, And Level	per day	\$50.00
F066A	Logging Tripod	per day	\$10.00
F122A	Wellcad Borehole Software	per day	\$25.00
F125	Constant Head Permeameter	per day	\$75.00
F186	Per Diem	per day	\$150.00
F336	GSSI and MALA GPR System	per day	\$500.00
F336A	GSSI SIR 30 Roadway GPR	per day	\$1,500.00
F349	Geonics TDEM EM-61 System	per day	\$500.00
G203	GPS Unit (Sub-Meter Accuracy Capability)	per day	\$160.00
G503	Borehole Acoustic Televiwer Probe	per day	\$400.00
G703	TVA / OVA Instrument (PID/FID)	per day	\$150.00
G723	Peristaltic Pump	per day	\$45.00
I002	Noise Dosimeters	per unit	\$80.00
I003	Velometer	per day	\$125.00
I004	CO/CO2/Combustible Gas Meter	per day	\$150.00
I007	Microbial Impactor and Vacuum Pump	per day	\$100.00
I058	Air Monitoring Technician	per day	\$600.00

I103	GT Landfill Gas Meter	per day	\$150.00
L147	PLM Analysis (5-day)	per each	\$15.00
L148	PLM Analysis (3-day)	per each	\$17.00
L149	PLM Analysis (Next Day)	per each	\$20.00
L150	PLM Analysis (Same Day)	per each	\$25.00
L393	PetroFlag Equipment Rental	per day	\$35.00
L394	PetroFlag Testing	per sample	\$15.00
L479	Surface Water Equipment & Supplies	per sample	\$30.00
L480	Soil Sampling Equipment & Supplies	per day	\$50.00
L550	XRF Meter for Lead-in-Paint Analysis	per half day	\$300.00
L551	XRF Meter for Lead-in-Paint Analysis	per day	\$500.00
L677	TEM Analysis (5-day)	per each	\$50.00
L678	TEM Analysis (3-day)	per each	\$60.00
L679	TEM Analysis (Next Day)	per each	\$100.00
L680	PCM Analysis (2-Day)	per each	\$10.00
S043	Spontaneous Potential Equipment	per day	\$250.00
S098	Env - Mileage	per mile	\$0.85
T016	Water Level Indicator	per day	\$25.00
	Travel Expenses	Cost + 10%	
	Subcontract Services	Cost + 10%	
	Supplies, Equipment, Materials & Shipping	Cost + 10%	



2022 Fee Schedule Construction Materials Testing & Inspection Services

I. FIELD TESTING SERVICES

1. Engineering Technician (Soil sampling and concrete testing)	\$55.00/hr.
2. Senior Engineering Technician	\$95.00/hr.
3. Structural Steel Inspector	\$95.00/hr.
4. Fireproofing Measuring/Testing Inspector	\$95.00/hr.
5. Asphalt Cores for Thickness ³ (3 core minimum per trip).....	\$50.00/ea.
6. Asphalt & Base Cores for Thickness ³ (3 core minimum per trip)	\$65.00/ea.
7. Coring Equipment Mobilization Charge	\$150.00/day
8. Floor Flatness & Levelness Measuring	\$750.00/day
9. In-Place Density Tests (4 test minimum per trip)	\$28.00/ea.
10. Minimum Trip Charge	\$112.00/trip

II. LABORATORY TESTING SERVICES

1. Modified or Standard Proctor Test.....	\$120.00 ea.
2. Florida Bearing Value (FBV) Test.....	\$45.00 ea.
3. Limerock Bearing Ratio (LBR) Test	\$350.00 ea.
4. Full Grain Size Analysis	\$85.00 ea.
5. Percent by Weight Passing a #200 Sieve.....	\$40.00 ea.
6. Compressive Strength Tests of Concrete Cylinders (Sets of 4 or 5)	\$50.00/set
7. Additional Cylinders	\$10.00 ea.
8. Compressive Strength Tests of Grout Prisms (Sets of 4)	\$50.00/set
9. Asphalt Core Density Test.....	\$30.00 ea.
10. Liquid & Plastic Limit Test.....	\$100.00 ea.
11. Moisture Content	\$15.00 ea.
12. Organic Content Test	\$50.00 ea.
13. Compressive Strength of Soil Cement Specimens (Sets of 3 specimens).....	\$80.00/set
14. Fireproofing Material Density Test.....	\$50.00/ea.
15. Laboratory Permeability Test.....	\$275.00/ea.

III. PROFESSIONAL SERVICES

1. Secretary	\$55.00/hr.
2. Senior Professional Engineer	\$160.00/ea.

- Notes:
- Hourly rates include round trip travel.
 - Stand-by time and cancellation without prior notice will be invoiced at the appropriate hourly rate.
 - Cylinder pickups will coincide with other testing whenever possible. However, the engineering technician hourly rate will apply when no other testing is needed.
 - MOT needed for coring would require additional costs.
 - Additional travel charge will apply for projects greater than 40 miles from Blue Marlin Engineering's office.



2022 Fee Schedule

Geotechnical Engineering Drilling Rates

Professional Services

Item	Unit	Cost
1 Secretary per hour	each	\$ 55.00
2 Senior Professional Engineer per hour	each	\$ 160.00
3 Senior Field Technician	each	\$ 95.00
4 Field Technician	each	\$ 55.00

Field Services

Item	Unit	Cost
1 Truck Rig Mobilization	each	\$ 600.00
2 Mud Bug Rig Mobilization	each	\$ 900.00
3 CPT Rig Mobilization	each	\$ 1,200.00
4 Track Rig Mobilization	each	\$ 4,000.00
5 Barge/Amphibious Mobilization - Crane	each	\$ 15,000.00
6 Barge/Amphibious Mobilization - Ramp	each	\$ 12,000.00
7 Barge (without labor)	day	\$ 3,000.00
8 Soil Survey/Coring/GPR Mobilization	each	\$ 400.00
9 Tripod Rld Mobilization	each	\$ 1,500.00
10 Support Boat Mobilization	each	\$ 550.00
11 Direct Puch Rig and Crew	day	\$ 1,500.00
12 Support Truck	day	\$ 3,000.00
13 Tripod Rig and Crew	day	\$ 160.00
14 Support Boat	day	\$ 200.00
15 Support Airboat	day	\$ 500.00
16 Coring Machine	day	\$ 150.00
17 GPS Unit	day	\$ 100.00
18 Clearing Equipment	day	\$ 2,000.00
19 Chainsaw	day	\$ 55.00
20 Steam Cleaner	day	\$ 150.00
21 Soil Survey/Coring Crew (2 person)	hour	\$ 180.00
22 Soil Survey/Coring Crew (3 person)	hour	\$ 250.00
23 Ground Penetrating Radar (2 person)	hour	\$ 400.00
24 Temporary Piezometer	foot	\$ 35.00
25 Drill Rig and Crew - Truck/Mud Bug (2 person)	hour	\$ 250.00
26 Drill Rig and Crew - Truck/Mud Bug (3 person)	hour	\$ 350.00
27 Drill Rig and Crew - B/T/A (3 person)	hour	\$ 525.00
28 Field Permeability (0-10 ft) - Truck	each	\$ 450.00
29 Field Permeability (10-25 ft) - Truck	each	\$ 550.00
30 Field Vane Shear Strength	each	\$ 500.00
31 Hand Auger Boring with DCP	foot	\$ 25.00
32 Double Ring Infiltrometer	each	\$ 600.00
33 Direct Push Well Materials	foot	\$ 35.00
34 Two-inch Monitoring Well (0-50 ft) - Truck	foot	\$ 40.00
35 Two-inch Monitoring Well (50-100 ft) - Truck	foot	\$ 45.00
36 Well Development	hour	\$ 110.00
37 Equipment Decontamination	hour	\$ 110.00
38 Well Completion (flush mount)	each	\$ 250.00
39 Well Completion (above ground)	each	\$ 350.00
40 Pavement Cores (no MOT w/ base check)	each	\$ 250.00
41 Pavement Cores (no MOT w/o base check)	each	\$ 200.00
42 Roadway Pavement Cores (day with MOT)	each	\$ 350.00
43 Roadway Pavement Cores (night with MOT)	each	\$ 400.00
44 MOT Portable Safety Signs	day	\$ 60.00
45 MOT Channelization Cones (each)	day	\$ 6.00
46 MOT Attenuator Truck	hour	\$ 250.00
47 MOT Arrow Board	day	\$ 75.00
48 MOT Traffic Control Officer	hour	\$ 85.00



2022 Fee Schedule

Geotechnical Engineering Drilling Rates

Truck Drill Rig Unit Rates		Depth (ft)	0-50	50-100	100-150	150-200	200-250	250-300
1	SPT Borings - Truck	foot	\$ 18.00	\$ 20.00	\$ 33.00	\$ 44.00	\$ 60.00	\$ 70.00
2	Auger/Rotary Wash Borings - Truck	foot	\$ 13.00	\$ 16.00	\$ 20.00	\$ 25.00	\$ 30.00	\$ 42.00
3	CPT Soundings - Truck	foot	\$ 16.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00
4	HW Rock Coring - Truck	foot	\$ 55.00	\$ 60.00	\$ 65.00	\$ 75.00	\$ 85.00	\$ 95.00
5	3-inch Casing - Truck	foot	\$ 11.00	\$ 14.00	\$ 18.00	\$ 22.00	\$ 25.00	\$ 30.00
6	4-inch Casing - Truck	foot	\$ 13.00	\$ 16.00	\$ 20.00	\$ 24.00	\$ 27.00	\$ 32.00
7	Additional Split Spoon Samples - Truck	each	\$ 50.00	\$ 60.00	\$ 85.00	\$ 120.00	\$ 140.00	\$ 160.00
8	Undisturbed Samples - Truck	each	\$ 220.00	\$ 240.00	\$ 300.00	\$ 340.00	\$ 420.00	\$ 470.00
9	Borehole Grouting - Truck	foot	\$ 7.00	\$ 9.00	\$ 11.00	\$ 14.00	\$ 16.00	\$ 18.00
Mud Bug Drill Rig Unit Rates		Depth (ft)	0-50	50-100	100-150	150-200	200-250	250-300
1	SPT Borings - Mud Bug	foot	\$ 22.50	\$ 25.00	\$ 41.25	\$ 55.00	\$ 75.00	\$ 87.50
2	Auger/Rotary Wash Borings - Mud Bug	foot	\$ 16.25	\$ 20.00	\$ 25.00	\$ 31.25	\$ 37.50	\$ 52.50
3	CPT Soundings - Mud Bug	foot	\$ 20.00	\$ 22.50	\$ 25.00	\$ 27.50	\$ 30.00	\$ 32.50
4	HW Rock Coring - Mud Bug	foot	\$ 68.75	\$ 75.00	\$ 81.25	\$ 93.75	\$ 106.25	\$ 118.75
5	3-inch Casing - Mud Bug	foot	\$ 13.75	\$ 17.50	\$ 22.50	\$ 27.50	\$ 31.25	\$ 37.50
6	4-inch Casing - Mud Bug	foot	\$ 16.25	\$ 20.00	\$ 25.00	\$ 30.00	\$ 33.75	\$ 40.00
7	Additional Split Spoon Samples - Mud Bug	each	\$ 62.50	\$ 75.00	\$ 106.25	\$ 150.00	\$ 175.00	\$ 200.00
8	Undisturbed Samples - Mud Bug	each	\$ 275.00	\$ 300.00	\$ 375.00	\$ 425.00	\$ 525.00	\$ 587.50
9	Borehole Grouting - Mud Bug	foot	\$ 8.75	\$ 11.25	\$ 13.75	\$ 17.50	\$ 20.00	\$ 22.50
Barge/Track/Amphibious Drill Rig Unit Rates		Depth (ft)	0-50	50-100	100-150	150-200	200-250	250-300
1	SPT Borings - B/T/A	foot	\$ 27.00	\$ 30.00	\$ 49.50	\$ 66.00	\$ 90.00	\$ 105.00
2	Auger/Rotary Wash Borings - B/T/A	foot	\$ 19.50	\$ 24.00	\$ 30.00	\$ 37.50	\$ 45.00	\$ 63.00
3	CPT Soundings - B/T/A	foot	\$ 24.00	\$ 27.00	\$ 30.00	\$ 33.00	\$ 36.00	\$ 39.00
4	HW Rock Coring - B/T/A	foot	\$ 82.50	\$ 90.00	\$ 97.50	\$ 112.50	\$ 127.50	\$ 142.50
5	3-inch Casing - B/T/A	foot	\$ 16.50	\$ 21.00	\$ 27.00	\$ 33.00	\$ 37.50	\$ 45.00
6	4-inch Casing - B/T/A	foot	\$ 19.50	\$ 24.00	\$ 30.00	\$ 36.00	\$ 40.50	\$ 48.00
7	Additional Split Spoon Samples - B/T/A	each	\$ 75.00	\$ 90.00	\$ 127.50	\$ 180.00	\$ 210.00	\$ 240.00
8	Undisturbed Samples - B/T/A	each	\$ 330.00	\$ 360.00	\$ 450.00	\$ 510.00	\$ 630.00	\$ 705.00
9	Borehole Grouting - B/T/A	foot	\$ 10.50	\$ 13.50	\$ 16.50	\$ 21.00	\$ 24.00	\$ 27.00

Fee Schedule 2021

Professional and Technical Services		
Description	Unit	Rate
Principal Engineer, P.E.	Per hour	\$225
Project Engineer	Per hour	\$175
Project Manager	Per hour	\$150
Threshold Inspector	Per hour	\$85
Certified Welding Inspector	Per hour	\$85
CEI Sr. Inspector	Per hour	\$85
CEI Inspector	Per hour	\$65
Sr. Engineering Technician	Per hour	\$75
Engineering Technician	Per hour	\$65
Technical Secretary	Per hour	\$70
Administrative Assistant	Per hour	\$50
Subcontracting costs	Each	10% markup
Construction Materials Testing: Laboratory Services		
Atterberg Limits	Each	\$125
Sieve Analysis	Each	\$75
Percent Fines (wash 200)	Each	\$50
Hydrometer Analysis	Each	\$95
Organic Content Determination	Each	\$60
Moisture Content	Each	\$50
pH	Each	\$60
Resistivity	Each	\$65
Chloride	Each	\$75
Sulfate	Each	\$65
Limerock Bearing Ratio (LBR)	Each	\$400

Laying a new foundation for growth, one job at a time!

530 S. Main Street, Winter Garden, Florida 34787 • Phone: 407-982-7275 Fax: 407-429-3791
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Fee Schedule 2021

Construction Materials Testing: Laboratory Services (Continued)		
Description	Unit	Rate
Standard or Modified Proctor	Each	\$130
Concrete Cylinders	Each break	\$40
Flexural Beams	Each break	\$55
Soil Cement Pills	Each	\$30
Asphalt Extraction & Gradation	Each	\$250
Asphalt Core (Density)	Each	\$75
Sample Courier	Per Hour	\$50
Construction Materials Testing: Field Services		
Field density tests (min. 5 per trip)	Per test	\$30
Concrete Cylinders (making and testing up to 3 cylinders per set) (1 hour field-per set)	Per set	\$200
Making and testing additional concrete cylinders	Each	\$40
Slump tests	Each	\$25
Air Content Tests	Each	\$35
Making and Testing Flexural Beams (3 per set)	Per set	\$400
Asphalt Coring	Each	\$150
Patching of Asphalt Core Holes	Each	\$25
Equipment Mobilization Fee	Per Trip/Day	\$400
Asphalt Coring Depth Checks	Each	\$25
Asphalt Coring Cross Slope Measurements	Each	\$25
Concrete Cores	Each	\$200

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VERSA INTEGRITY GROUP, INC.

Part 1: Labor Schedules

Item	Description	Rate
NDT Level II Technician - ST	MT, PT, BHN General Technician	\$65.00/hr.
NDT Level II Technician - OT	MT, PT, BHN General Technician	\$89.00/hr.
UT Technician (UT or UTSW) - ST	UT or UTSW General Technician	\$90.00/hr.
UT Technician (UT or UTSW) - OT	UT or UTSW General Technician	\$124.00/hr.
Advanced NDT Lead Analyst - ST	PAUT, AUT, EC, RFT, IRIS Analyst	\$120.00/hr.
Advanced NDT Lead Analyst - OT	PAUT, AUT, EC, RFT, IRIS Analyst	\$166.00/hr.
Certified Welding Inspector - ST	Locally Staffed/Non-Turnaround	\$75.00/hr.
Certified Welding Inspector - OT	Locally Staffed/Non-Turnaround	\$105.00/hr.

Part 2: Equipment/Rentals

Item	Description	Rate
Mag YokeUV light/Equipment	MT Equipment	\$35.00/shift
Penetrant Consumables	Penetrant, Developer, Cleaner - Aerosol	\$22.00/can
Magnetic Particle Consumables	Dry Powder	\$30.00/lb.
UT. Couplant (Normal)	Ambient Couplant (Up to 120°F)	\$25.00/quart
Digital UTSW Equipment (All Inclusive)	Digital UT setup includes Instrument, probes	\$55.00/shift
General Reporting Laptop	Equipment	\$15.00/day
Vehicle	Transportation	\$50.00 per vehicle/day
Tier 1 Equipment charge (All inclusive)	Manual Phased Array Inspection Only	\$550.00/shift

Part 3: Materials/Consumables

Item	Description	Rate
Penetrant Consumables	Penetrant, Developer, Cleaner - Aerosol	\$22.00/can
Magnetic Particle Consumables	Spray particles, Contrast Paint	\$22.00/can
Magnetic Particle Consumables	Dry Powder	\$30.00/lb.
UT. Couplant (Normal)	Ambient Couplant (Up to 120°F)	\$25.00/quart

VERSA INTEGRITY GROUP, INC.

Terms and Conditions

General Note

If the terms of the standard contract terms do not meet the below terms and conditions, we will consider them on a case-by-case basis upon review of the contract. Below are our “standard” terms and conditions.

Invoicing Notes and General Terms/Conditions:

In the course of service, we will encounter certain part/item types or inspection application methodologies that are not foreseeable. Should we encounter this situation, we will strive to provide the service at the lowest cost possible.

The rates shown are our standard rates and they will be implemented as soon as work commences. The rates listed below will remain unchanged for a period of three years.

Minimum:

A 4-hour minimum shall apply for all work done regardless of the method used.

Travel time will be included as part of the 4-hour minimum.

Hours of Service:

“Callout” or Unscheduled projects

The straight-time (ST) rates are for work to be done on non-holiday, normal business hours. Our normal business hours are Monday-Friday 7:30 am – 4:00 pm. Any work to that must be performed outside of normal business hours or after 8 hours of continuous work on a shift, will be billed at the overtime (OT) schedule.

Permanent staffing or Scheduled projects

For permanently assigned staff (week to week basis), personnel working 40 hours or greater in any given work week, turnaround shifts, etc. the following shall apply:

1. For any non-holiday work, the first 40 hours of any personnel project shall be considered ST.
2. After 40 hours or holidays, the OT rate schedule shall apply.

Compensation:

In consideration of the work performed, the client shall pay Versa Integrity Group, Inc. on the basis of billing rates for labor and equipment in accordance with the schedule of rates in effect at the time of service.

VERSA INTEGRITY GROUP, INC.

Invoicing:

Invoices for Versa Integrity Group, Inc. will be submitted as work is performed with payments due net thirty (30) days of receipt of invoice.

Holidays:

Any work performed during holidays shall be at the overtime rate schedule.

Please contact Versa Integrity Group annually for an update holiday schedule for given year.

New Year's Day
Independence Day
Labor Day
Thanksgiving
Christmas Holiday

Warranty of Work:

This work is to be performed in accordance with the schedule of rates in effect at the time of work. All labor, material, consumable, and supervision will be charged in accordance with the established terms and conditions.

Work performed by Versa Integrity Group, Inc. will be carried out with the same degree of care and skill ordinarily exercised by reputable professionals in the field. No other warranty or representation, expressed or implied is included or intended in our proposals, contracts, or reports.

Multi-discipline Work:

If multi-discipline inspection is being performed during any given day, the rate that will apply is determined by the main scope of the work. For example, if a radiography crew is scheduled and liquid penetrant inspection is also performed by the crew, the radiography rate shall apply to the entire job. This is due to the fact that a radiography crew is a two-person crew, while liquid penetrant testing is a one person crew.

Per Diem and Mileage:

Per Diem and Mileage shall be in accordance with City of Kissimmee terms.

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL



City of Kissimmee

Continuing Geotechnical Engineering, Environmental, Material and Consulting Testing Services Agreement

KEY PERSONNEL

Construction Materials Testing Services

- Dan Dunham, P.E.
- Tony Thomas

Geotechnical Engineering Services

- Bill Fox, P.E.
- Philip Erbland, P.E.

Environmental Services

- Ken Huntington
- Kirby Stallings

ITEM 7.D**Acceptance of donations from Kissimmee Police Explorers Post 802****Request**

Commission approval of the acceptance of donations in the amount of \$5,924.46 from the Kissimmee Police Explorers Post 802 to support the Police Explorers Program.

Explanation

The Kissimmee Police Explorers Post 802 has donated to the Kissimmee Police Department funds in the amount of \$5,924.46. The following check has been received and awaits approval to be accepted by the Commission:

Truist Check Number 5300124498 Date: 4/07/2022 Amount: \$5,924.46

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01500366-366002		Increase	\$5,925	
01530203-505255		Increase	\$2,000	
01530203-505555		Increase	\$3,925	

Financial Summary:

Funding will be used to support Explorers' activities in training and tools and equipment purchases.

Recommendation

Acceptance of donations in the amount of \$5,924.46 from the Kissimmee Police Explorers for the purchase of tools and equipment and training costs and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police
Presenter:

Attachment(s):

None

City of Kissimmee

ITEM 7.E

Authorization to accept funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Request

Acceptance of grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

Explanation

The Kissimmee Police Department has been identified as a priority agency within Osceola County, which has the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to the City in the amount of \$16,160.32 to assist with High Visibility Enforcement efforts. These funds will be under agreement with the University of North Florida - Institute of Police Technology and Management.

This initiative is designed to educate the public in safe driving, walking and biking behaviors and to increase compliance with traffic statutes. The goal of this data-driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130601 501414		Increase	\$16,161	
15100334 334200		Increase	\$16,161	

Financial Summary:

Monthly invoicing will be done for overtime expenses to be reimbursed up to \$16,160.32.

Recommendation

Staff recommends approval to accept funding from FDOT, through the University of North Florida - Institute of Police Technology and Management, in the amount of \$16,160.32 and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

City of Kissimmee

Attachment(s):

1. FDOT Letter 2022
2. List of Roadway Segments



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

May 19, 2022

Chief Jeffrey O'Dell
Kissimmee Police Department
8 North Stewart Avenue
Kissimmee, FL 34741

RE: Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
Proposed Funding for Kissimmee Police Department

Dear Chief O'Dell:

The Florida Department of Transportation (FDOT) has funding available to your agency for participation in Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program. This initiative is designed to educate the public in safe driving, walking, and biking behaviors and to increase compliance with traffic statutes. The goal of this data driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high visibility education and enforcement operations in areas with the highest representation of serious or fatal injury traffic crashes involving pedestrians and bicyclists to assist in crash mitigation efforts.

Your agency has been identified as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to your agency in the amount of \$16,160.32 to assist in our HVE efforts. Included with this letter are maps representing locations within your jurisdiction that have an over representation of serious pedestrian and bicycle crashes.

Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable meetings will be held at various locations throughout Florida. Please find enclosed the Roundtable Meeting schedule and submit your RSVP at https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt. We encourage you to take this opportunity to learn about how we have enhanced the program and simplified the reporting process. It is imperative that all enforcement agencies in the identified twenty-five (25) priority counties engage in this partnership to drive down fatalities on our roadways. Please review the enclosed locations and maps and let us know if your agency is willing to be a part of the solution. Agencies that apply on or before August 31, 2022 will be eligible for the full funding allocation that has been set aside for you. On September 1, 2022, all funds that were previously set-aside for specific agencies will be released to the total county allocation and made available to any agency within the county to work specified areas within their jurisdiction. After November 30, 2022, all funding will be released for use in HVE efforts in any of the twenty-five (25) priority counties.

If you have questions regarding this initiative, please contact IPTM at ped.bike.safety@iptm.org or by phone at (904) 620-4748. If your agency is interested in participating in this high visibility enforcement program, please submit a Letter of Support to IPTM via email at ped.bike.safety@iptm.org. IPTM will then contact you regarding the details of the application and will assist with the contract process.

We look forward to the opportunity of working with you and the Kissimmee Police Department in leading the way to reduce pedestrian and bicyclist fatalities. Our target is zero deaths! Working together, we can make that happen.

Sincerely,


Sharon Murchison, MA
Assistant Director

Enclosures

2022-2023 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	County	Roadway Name	From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes							Tier	Time Range		Day of the Week
									Total	Fatal	Ped Fatal	Bike Fatal	Severe Injury	Ped S. Inj	Bike S. Inj		From	To	
1	Osceola	US 192	Seven Dwarfs Lane	Four Winds Boulevard	34746	Osceola County Sheriff's Office	5,937	1.12	12	4	4	0	8	7	1	1	1800	1000	Friday, Monday, Sunday, Saturday, Thursday, Wednesday
2	Osceola	US 192	200-feet West of N Poinciana Boulevard	100-feet East of N Poinciana Boulevard	34746	Osceola County Sheriff's Office	372	0.07	4	1	1	0	3	1	2	1	0400	2200	Friday, Saturday, Wednesday
3	Osceola	N Main Street	E Vine Street	North of Columbia Avenue	34741, 34744	Kissimmee Police Department	1,842	0.35	4	2	1	1	2	1	1	1	1800	0200	Monday, Saturday, Thursday, Wednesday
4	Osceola	US 192	Yates Road	N Hoagland Boulevard	34741, 34746	Kissimmee Police Department	2,666	0.50	5	1	1	0	4	4	0	1	1700	2400	Monday, Saturday, Thursday, Tuesday, Wednesday
5	Osceola	US 92	Ham Brown Road/Broad Street	The Oaks Boulevard	34746	Osceola County Sheriff's Office	9,498	1.80	7	3	2	1	4	2	2	2	1600	0600	Saturday, Sunday, Thursday, Wednesday
6	Osceola	US 441	Kentucky Avenue	Orange Avenue	34769	St. Cloud Police Department	6,909	1.31	6	3	1	2	3	2	1	2	0700	2300	Monday, Saturday, Thursday, Tuesday, Wednesday
7	Osceola	US 441	Bill Beck Boulevard	Simpson Road	34744	Osceola County Sheriff's Office	3,822	0.72	4	4	4	0	0	0	0	2	1800	0700	Monday, Sunday, Tuesday
8	Osceola	W Vine Street	West of John Young Parkway	Mann Street	34741	Kissimmee Police Department	936	0.18	3	0	0	0	3	2	1	2	0500	1600	Friday, Tuesday
9	Osceola	W Irlo Bronson Memorial Highway	Rolling Oaks Boulevard	Inspiration Drive	34747	Osceola County Sheriff's Office	2,432	0.46	3	0	0	0	3	3	0	2	1600	2000	Monday, Tuesday

Data Source: FDOT Crash Analysis Reporting (CAR) System, 2017-2021 (downloaded April 2022). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

ITEM 7.F**Purchase a dump truck from Florida Kenworth LLC using the Florida Sheriffs Association Contract, FSA20-VEH18.0****Request**

Approval to purchase a dump truck from Florida Kenworth LLC. in the amount of \$167,391.00.

Explanation

The Public Works Streets & Stormwater division requests approval to purchase a Kenworth T880 dump truck to replace a 2006 Kenworth T800 dump truck. Dump trucks are vital to the maintenance and operations of the division; they are used to haul vegetative material, sediment and trash from City-maintained ponds and ditches.

The Public Works department is often required to perform demolition of buildings and/or structures where it is required to haul construction and debris materials. This truck is also necessary for emergency events. Florida Kenworth LLC. is offering to accept DR67, a 2006 Kenworth T800B, as a trade-in valued at \$45,000.00.

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

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945506-506494	SW2218	Decrease	\$170,000.00	\$167,391.00

Financial Summary:

Sufficient funds are available in the Stormwater Utility Fund in project SW2218.

Recommendation

Staff recommends approval to purchase a dump truck with listed options from Florida Kenworth LLC. for \$167,391.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

City of Kissimmee

Attachment(s):

1. SW2218 Kenworth Quote '22
2. SW2218 Kenworth Sumarry



Florida Kenworth LLC.

City of Kissimmee
2213 W. Mabbette Street
Kissimmee FL. 34741

Prepared for: Matt Schmidt

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Jason Upperco

Florida Sheriffs Contract

FSA20VEH18

Item # 75 - 52,000lb Truck

(1) Kenworth T880

Tri Axle Dump Truck

Code	Bid Specification – Options	Price	Extension
Item 75 Base Truck	2023 Kenworth T880 truck	111,470.00	111,470.00
130321	X15L-450V hp 1650 ft/lb Must Upgrade Trans, Fan, Comp.	4,831.00	4,831.00
2016158	Allison 4500RDS 6 spd With PTO Provision	28,363.00	28,363.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, Dbl Frame	14,744.00	14,744.00
3511420	Driver Controlled Wheel Locks: (2) axles	2,288.00	2,288.00
3808119	Steerable Lift Axle :13,200 lb (Req 66 GVW Pkg)	11,929.00	11,929.00
HiLift Gate	Hi Lift tailgate for Maverick or Stampede Body	2,464.00	2,464.00
8850823	Hood Mounted Mirror Left and Right side 209.00 each x2	418.00	418.00
8890135	Exterior stainless steel sunvisor	774.00	774.00
Stamped 16	16' Ox Stampede Dump Body With PTO for Allison	37,220.00	37,220.00
Options Included but not listed on FSA20VEH18			
1291944	Single Lower Chrome Exhaust Elbow	193.00	193.00
6710080	Two rams horn open rear tow hooks	95.00	95.00
7889061	Polished stainless steel tank straps	75.00	75.00
8222712	Gauge: fuel filter restriction gauge	121.00	121.00
8225658	Gauge : Axle oil temperature gauge	175.00	175.00
8699926	CB installaton kit: Center Mount of header	220.00	220.00
8841618	Dual reactangular air horn 23 in LH &RH top of roof	235.00	235.00
9042542	Fog light: with clear lens, (no rock screens)	400.00	400.00
9052011	Dual flush Floodlights	127.00	127.00
9101219	Air Dryer, Bendix AD-HF Extended Purge Heater	122.00	122.00
TEMP TAG	Temporary Tag	included	included
NEWTAG	New County Tag	included	included
	5 Keys Included		
05UNP	2023 4-1-22 KW Raw Material Surcharge	5,000.00	5,000.00
05UNP	R/S Godwin CS Series dump body in lieu of Ox- Credit	(8,873.00)	(8,873.00)
Trade	DR67 '06 Kenworth T800B VIN# 1NKDXUEX16J141638	(45,000.00)	(45,000.00)
 FSA AWARDED CONTRACT flsheriffs.org 850-877-2165 cpp@flsheriffs.org			
Note: All Options			
Reference:			
		Total Price	\$ 167,391.00
			\$ 167,391.00

BID AWARD

CONTRACT

FSA20-VEH18.0

HEAVY TRUCKS

Contract Term:
October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEH18.0 Heavy Trucks

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 102 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 40 submitted bids for heavy trucks and 33 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Trucks:

1. Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Chrysler Jeep Dodge of Wauchula
3. Asbury Automotive Group DBA: DBA: Courtesy Chrysler, Jeep Dodge
4. Bozard Ford
5. BYD Motors
6. Coggin Buick GMC
7. Coggin Chevrolet
8. Container Systems & Equipment Co., Inc.
9. DeLand Truck Center
10. Duval Chevrolet
11. Duval Ford
12. Four Star Freightliner
13. Garber Chevrolet Buick GMC, Inc.
14. Garber Chrysler Dodge Truck, Inc.
15. General GMC Truck Sales & Service, Inc.
16. Florida Kenworth LLC.
17. Kenworth of Jacksonville
18. Kenworth of South Florida
19. Maudlin International Trucks
20. Nextran
21. Orlando Freightliner
22. Palm Fire Rescue Group DBA: Palm Peterbilt Truck Centers
23. Palmetto Ford Truck Sales, Inc.
24. Rechten International Trucks, Inc.
25. Rush Truck Centers of Florida
26. SBL Freightliner, LLC.
27. Stingray Chevrolet
28. Sun State International Trucks, LLC.
29. Tampa Truck Center
30. Ten-8 Fire Equipment, Inc.
31. The Broyhill Manufacturing Company
32. Truckmax Isuzu
33. Truckmax, Inc

Bid Award

Contract: FSA20-VEH18.0, Heavy Trucks

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR Cab & Chassis Truck 4X6

Item: 75, Kenworth, T880, T880

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$109,306.00	0.00%	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$109,041.00	0.00%	Build	Options
Central	Primary	Florida Kenworth, LLC	\$111,470.00	0.00%	Build	Options
Southern	Primary	KENWORTH OF SOUTH FLORIDA	\$112,098.00	0.00%	Build	Options

May, 27 2022



Florida Kenworth LLC.

City of Kissimmee
2213 W. Mabbette Street
Kissimmee FL. 34741

Prepared for: Matt Schmidt

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Jason Upperco

Florida Sheriffs Contract FSA20VEH18

Item # 75 - 52,000lb Truck
(1) Kenworth T880
Tri Axle Dump Truck

Code	Bid Specification – Options	Price	Extension
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Stamped 16	16' Ox Stampede Dump Body With PTO for Allison	37,220.00	37,220.00
Options Included but not listed on FSA20VEH18			
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8222712	Gauge: fuel filter restriction gauge	121.00	121.00
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9042542	Fog light: with clear lens, (no rock screens)	400.00	400.00
9052011	Dual flush Floodlights	127.00	127.00
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	5 Keys Included		
05UNP	2023 4-1-22 KW Raw Material Surcharge	5,000.00	5,000.00
05UNP	R/S Godwin CS Series dump body in lieu of Ox- Credit	(8,873.00)	(8,873.00)
Trade	DR67 '06 Kenworth T800B VIN# 1NKDXUEX16J141638	(45,000.00)	(45,000.00)
 FSA AWARDED CONTRACT flsheriffs.org 850-877-2165 cpp@flsheriffs.org			
Note: All Options Reference:			
Total Price		\$ 167,391.00	\$ 167,391.00



FLORIDA KENWORTH - ORLANDO (M490)
1800 NORTH ORANGE BLOSSOM TRAIL
ORLANDO, Florida 32854

CITY OF KISSIMMEE
2213 W MABBETTE STREET
KISSIMMEE, Florida 34741
United States of America

Jason Upperco
Cell Phone: 321-297-7774
Office Phone: 407-425-3170
Email: jason.upperco@csmtruck.com

Matt Schmidt
Email: matt.schmidt@kissimmee.gov

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	ITEM 75 City Of Kiss	G.C.W. (lbs):	78350
Description 2:	T880 Series Conventional - Dump		
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery: Vehicles which	Class A (Highway)	21
Commodity:	Other building materials.	Class B (Hwy/Mtn)	75
Body		Class C (Off-Hwy)	4
Type:	End dump.	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	8
Height (ft):	13	Wheelbase (in):	213
Max Laden Weight (lbs):	4000	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	74
No. of Trailer Axles:	0	Cab to Axle (in):	139
Type:		Cab to EOF (in):	199
Length (ft):	0	Overall Comb. Length (in):	321.5
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2022
Deal: ITEM 75 City Of Kiss
Printed On: 5/16/2022 6:47:16 PM

Date: May 17, 2022
Quote Number: QUO-857297-R6M2Y0



Sales Code	Std/ Opt	Description	Weight
Model			
0000810	S	T880 Series Conventional	15,549
0070060	S	T880	0
0072000	O	Chassis operation will not incl. stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
0090000	S	Non-Sleeper w/rear axle capacity less than 59K.	0
0098409	O	State of Registry: Florida	0
Engine & Equipment			
0130321	O	X15 450V 450@2000 1650@950 2021 with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10.....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64.....Maximum Accelerator Pedal Ve N09440 C234 YES...Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 60....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 64.....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 120...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	465
1000046	O	EPA Emissions Warranty Engine	0
1000151	S	PremierSpec	0

Price Level: January 1, 2022

Deal: ITEM 75 City Of Kiss

Printed On: 5/16/2022 6:47:16 PM

Date: May 17, 2022

Quote Number: QUO-857297-R6M2Y0

Sales Code	Std/ Opt	Description	Weight
1000243	O	Gearing Analysis: Performance power before economy results.	0
1000256	O	Customer's Typical Operating Spd: 64 MPH	0
1000684	O	Effective VSL Setting NA	0
1000857	S	Engine Idle Shutdown Timer Enabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002080	O	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	0
1051200	S	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	0
1105221	O	Fan Hub: Horton On/Off for X15	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0
1160208	O	Radiator bug screen mounted between hood & grille.	2
1247234	S	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-3
1291944	O	Single Lower Chrome Exhaust Elbow	0
1321109	O	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 and Later Emissions	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0
1321305	S	Start Aid:12V Heat *For Fuel Filter	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6
1816260	O	Alternator: PACCAR 160 amp, brush type	0
1821225	O	Batteries: 2 PACCAR GP31 threaded post (1000) 2000 CCA starting.	-59
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12- volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0

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Sales Code	Std/ Opt	Description	Weight
1840065	S	12V low voltage disconnect for starter battery protection.	0
1901018	O	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0
Transmission & Clutch			
2016158	O	Transmission: Allison 4500RDS 6-speed w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	478
2408401	O	Driveline: 2 Meritor RPL25; 1 Centerbearing	90
2410018	O	Torque converter included w/Allison Transmission.	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
2410204	O	Allison Fuel Sense: Delete	0
2410212	O	Allison Transmission Mobile PTO Operation - Change max output speed to 4500 RPM	0
2410310	O	Allison Neutral at Stop Stand-Alone Not applicable with Allison Fuel Sense	0
2410571	U	TORQUE CONVERTER:TC571 F/4000 SERIES Narr TORQUE CONVERTER:TC571 F/4000 SERIES	0
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
Front Axle & Equipment			
2536002	S	PACCAR FX-20 Front Axle rated at 20K 4" drop standard track	0
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	-46
2690035	O	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.	104
2702023	O	Front Hubs Iron hub pilot 23,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2765001	O	Front Auto Slack Adjuster.	0
2866020	S	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0
2893642	O	Dual power steering gear: 16-22K TRW THP60	54

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Sales Code	Std/ Opt	Description	Weight
		Not for use on T3.	
2899336	S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0
2900616	O	Threaded Bushings for taperleaf spring 16K, 18/20K, 22K, 40K replacing rubber.	0
Rear Axle & Equipment			
3142160	S	Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	0
3200456	O	Rear Axle Ratio - 4.56.	0
3334004	S	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392005	S	Dual Rear Brake Drums: cast.	0
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	104
3441972	S	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	S	Dual Rear axle automatic slack adjusters.	0
3485209	O	Spring Brake: 3030 high output dual.	0
3495226	O	Bendix 4S/4M anti-lock brake system.	0
3500006	O	Inverted chambers for 16-1/2 x 7 in. brakes; Replaces standard mount w/ higher mount.	0
3500058	S	Interaxle Driveline: 1 Meritor RPL20 Replacing I/A *Use W/ RPL(SD) 25 Main D/L	0
3511420	O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
3742941	O	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K. 54 in. axle spacing, 17.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 12.5 in. Laden Height: 10.5 in.	180
3808119	O	1 Steerable Pusher: Watson Chalin Tru Track 13.5K SL1190SSR Alumilite; includes axle.	1,271
3820036	O	1 Steerable Pusher Brakes: Bendix Non-RSD 15x4 Use with 13.5K axle.	0
3820523	O	1 Steerable Pusher brake drum 15x4 for use with 13.5K axle.	0
3821121	O	1 Steerable pusher hubs aluminum hub pilot for use with 13.5K axle.	0
3828331	O	Pusher or Tag: gauge/switch and pressure regulator dash-mounted. Reduces gauge count by 7 (1-gauge, 6-regulator mounting panel)	0
3830145	O	Delete standard heavy-duty air springs for rear suspension.	-28
3832161	O	Double Rebound Strap Kit: Hendrickson HAULMAAX EX	6

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Sales Code	Std/ Opt	Description	Weight
		rear suspension.	
3841052	O	1st Pusher location: 52 in. from c/l Forward tandem axle or single rear axle.	0
Tires & Wheels			
4017183	O	Front Tires: Michelin XZY3 425/65R22.5 20PR 44.7 in. Diameter, All Position. 20.6in. SLR.	190
4277545	O	Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR. Code is priced per pair of tires.	56
4781058	O	1 Steerable Pusher: 2 Bridgestone R213 Ecopia 295/75R 22.5 14PR	0
4900008	O	Rear Tire Quantity: 8	0
5042314	O	Front Wheel: Accuride 29807 22.5x12.25 steel white, Steel Armor[TM] powder coat, hub-pilot mount. 11500lb. maximum rating. 5-hand holes.	102
5242375	O	Rear Wheel: Accuride 51408 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	-48
5781175	O	1 Steerable Pusher Wheel: 2 Accuride 51408 steel 22.5x8.25. Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes.	0
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6056400	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in. to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	327
6141400	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	603
6302460	O	Bumper: Tapered painted steel channel. Requires a bumper setting code.	44

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Sales Code	Std/ Opt	Description	Weight
6319485	S	48.5 in. Bumper setting. Requires a bumper code.	0
6324025	O	Front tow hook: Center mounted, cast. Requires iron front drive brackets.	28
6391201	O	Custom Frame Layout: one chassis CFL F/T: MOUNT AS FAR FORWARD AS POSSIBLE CFL DEF: MOUNT AS FAR FORWARD AS POSSIBLE	0
6400636	O	Battery box cantilever aluminum BOC with fiberglass cover.	8
6409902	O	Battery box location: RH Side.	15
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6679821	U	2021 SERIES EMISSIONS ENGINE <i>Narr 2021 SERIES EMISSIONS ENGINE</i>	0
6679859	O	Final end-of-frame cut-off dimension will be modified to 56 in. to 60 in.	0
6679995	O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0
6710080	O	Two rams horn open rear tow hooks, not for trailer towing.	17
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7210075	O	Fuel Tank: 75 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	-11
7722153	S	Small round DEF tank, 14 gallons. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889061	O	Polished stainless steel tank straps for 1 tank.	0
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0
7889245	S	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	0
7889604	S	DEF tank location is LH.	0
7920075	O	Location: 75 gal fuel tank LH under cab	0

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Sales Code	Std/ Opt	Description	Weight
Cab & Equipment			
8025301	S	Cab: Stamped aluminum cab with panoramic curved glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0
8090604	O	Hood: T880 Standard Length With Mechanically Fastened Fenders. 122.6 inch BBC.	15
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8190138	O	Shutoff Valves to Isolate Primary Heater Remote mounted on frame under cab.	0
8201047	S	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0
8201051	O	Column Mtd Retarder Control, RH Side Use with Manual & Allison Transmissions Only.	0
8201200	S	Adjustable telescoping tilt steering column.	0
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0
8205177	O	Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8205283	O	Info for C/I PTO: Chelsea 10 Bolt	0
8208495	O	Two spare switches: Wired to power.	0
8222404	S	Gauge: DD Virtual Gauge - Oil Temp Engine	0
8222413	S	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
8222414	S	Gauge: DD Virtual Gauge - Engine Percent Torque	0
8222712	O	Gauge: Fuel filter restriction gauge.	0
8225658	O	Gauge: Axle oil temperature, dual-drive axle. (2 gauges) w/integral warning light.	0
8282027	S	Main Instrument Package: 15" Digital Display. Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel	0



Sales Code	Std/ Opt	Description	Weight
		Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	
8300008	S	Interior color: Slate Gray	0
8330102	S	Interior package: Vantage daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0
8390634	S	Rubber floormat	0
8410197	O	Driver Seat: GT701 HB with DuraCloth material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	0
8480102	O	Rider Seat: GT100 Toolbox HB with DuraCloth Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	0
8490187	O	Seat Color: Gray	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8698974	S	Base Level Audio System - Daycab:High Performance Door Speakers.	0
8699926	O	CB installation kit: Center mounted of header. W/header mounted quick release CB mount. One red power post & one black ground post. Includes dual antenna leads located on the mirror brackets. Includes dual antenna & separate speaker.	2
8700197	S	Turn Signal: Non-Self Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0
8700663	S	Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	0
8800372	O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door with standard LH/RH	0

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Sales Code	Std/ Opt	Description	Weight
		electric door locks and LH/RH electric window controls.	
8841618	O	Dual rectangular air horn 23 in. LH & RH top of roof. Includes air horn covers.	4
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8850822	O	Mirror: LH Hood Mounted, Round Convex, Chrome Heated	12
8850823	O	Mirror: RH Hood Mounted, Round Convex, Chrome Heated	12
8865002	S	Aero Mirror: Dual Kenworth Aerodynamic Motorized heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0
8871446	S	Rear cab stationary window 19in x 36in	0
8890038	O	3.5in x 11.5in Plastic Records Holder: Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0
8890135	S	Exterior stainless steel sunvisor.	19
8890349	S	Wheelwell Fender Extension: 2.5 Inches	0
8890876	S	Kenworth Cab/Sleeper Air Suspension.	0
Lights & Instruments			
9010553	S	Headlamps: SAE Dual Halogen Complex Reflector	0
9022137	S	Marker Lights: Five, rectangular, LED	0
9030016	S	Turn Signal Lights: Flush mounted LED. Mounted at top of fender wheel arc.	0
9030052	S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0
9042542	O	Fog Lights with Clear Lens. Does not include Rock Screens on T680.	4
9052011	O	Dual Flush Floodlights: First Set	2
9059921	O	Floodlight Location: Located Low - First Set . This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	0
9090000	O	Daytime Running Lamps.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090049	S	Omit Brake Light with Engine Brake.	0

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Sales Code	Std/ Opt	Description	Weight
		Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4
9090849	O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment			
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
Extended Warranty			
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
9212611	O	24 Month TruckTech+ Subscription for Cummins Engines	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous			
9407014	U	PREPAID FREIGHT ADJUSTMENT Narr PREPAID FREIGHT ADJUSTMENT	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	11
9491659	S	VMUX Architecture	0
Promotions			
9510780	U	TC560 Q2 2022 PROGRAM TRACKING CODE Narr TC560 Q2 2022 PROGRAM TRACKING CODE	0
Paint			
9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
9943014	O	Steel Bumper Painted Frame Color	0
9943050	O	Day Cab Standard Paint	0

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Sales Code	Std/ Opt	Description	Weight
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Order Comments

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Total List Price (W/O Freight & Warranty & Surcharges)	\$268,453
Standard Dealer Discount	\$72,482
Price Protection Amount	\$0
Marketing and Service Support Fee	\$940
Prepaid Freight	\$2,825
Total Surcharge/Options Not Subject To Discount	\$0
Net Chassis FET	\$24,574
Quotation Total - Unit	\$224,310
Quotation Total - Fleet	\$224,310
Total Weight	19,715

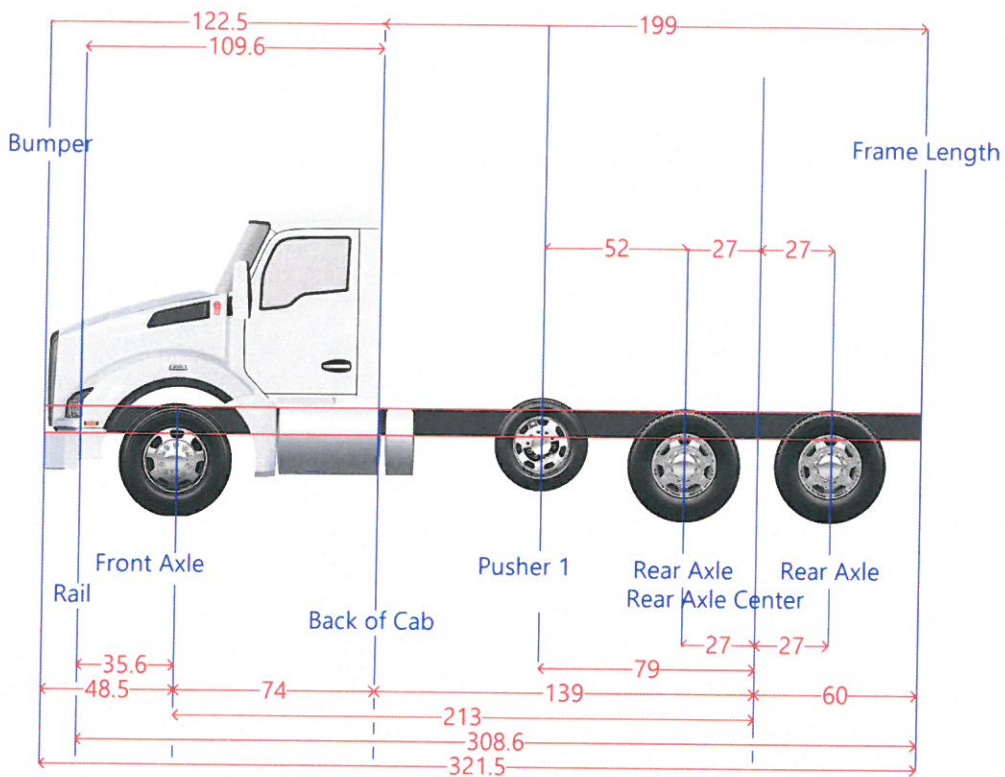
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HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	186	240
Bumper to Back of Cab	122.5	-48.5	74
Bumper to Front Axle	48.5	-48.5	0
Bumper to Front Frame	12.9	-48.5	-35.6
Cab to End of Frame	199.0	74	273
Cab to Rear Axle	139.0	74	213
Effective Bumper to Back Of Cab	122.5	-48.5	74
Frame Length	308.6	-35.6	273
Front Axle to Back of Cab	74.0	0	74
Front of Frame to Axle	35.6	-35.6	0
Load Space	199.0	74	273
Overall Length	321.5	-48.5	273
Overhang	60.0	213	273
Pusher Offset #1	-25.0	186	213
Pusher Offset #2	27.0	186	213
Pusher Offset #3	27.0	186	213
Tag Offset	27.0	213	240
Wheelbase	213	0	213

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2536002	PACCAR FX-20 Front Axle rated at 20K 4" drop	20,000
Springs	2866020	Front Springs: Taperleaf 20K w/ shock absorbers	20,000
Power Steering	2893642	Dual power steering gear: 16-22K TRW THP60	22,000
Hubs, Drums	2702023	Front Hubs Iron hub pilot 23,000 lbs. 10 Bolt	23,000
Brakes	2621078	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	22,000
Tires	4017183	Front Tires: Michelin XZY3 425/65R22.5 20PR	22,800
Wheels	5042314	Front Wheel: Accuride 29807 22.5x12.25	23,000

Requested Front (Lbs): 20,000
Minimum: 8,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	3142160	Dual Meritor RT46-160 rear axle rated at 46K.	46,000
Hubs, Drums	3403460	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	52,000
Service Brakes	3334004	Dual Rear Brakes 16-1/2x7 in. to 46K;	46,000
Spring Brakes	3485209	Spring Brake: 3030 high output dual.	52,000
Suspension	3742941	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K.	46,000
Tires	4277545	Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR.	46,720
Wheels	5242375	Rear Wheel: Accuride 51408 22.5x8.25 steel	59,200

Requested Rear (Lbs): 46,000
Minimum: 16,000
Maximum: 46,000

The rear axle weight rating cannot exceed 46000

GROSS COMBINATION WEIGHT RATING

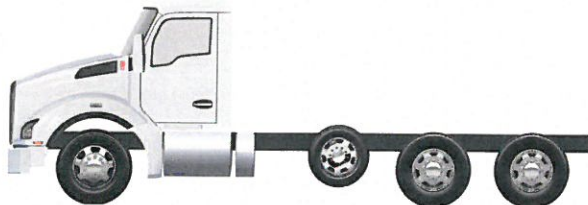
GCWR (lbs)	78,350
Min	10,000
Max	999,000

The Gross Combination Weight Rating cannot exceed 999000

WEIGHT DISTRIBUTION

Model: T880

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads;
measured from centerline of drive axles: 45 in. from the centerline of the drive
axle(s).

Lift Axles Down ☒

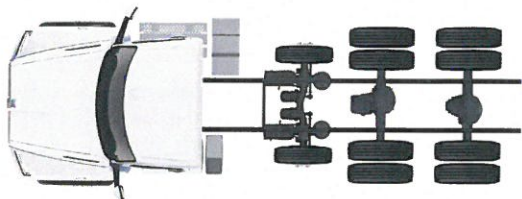
Weight (lbs)	Front	Pusher 1	Rear	Total
Chassis	11079	0	7365	18444
Lift Axle	0	1271	0	1271
Tools/Driver	266	0	109	375
Fuel & DEF	478	0	191	669
Max Payload	8177	11079	38335	57591
Auxiliary Payload	0	0	0	0
Total	20000	12350	46000	78350
Specify Ground Load	20000	12350	46000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
Selected rearmost setting is 0 inches
Wheelbase measurement: 213 inches
Overhang measurement: 60 inches

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 213)

Sales Code	Description	Length	Side
7210075	Fuel Tank: 75 US gallon 24.5in. aluminum under	38.5	Left
7722153	Small round DEF tank, 14 gallons.	10.2	Left
6400636	Battery box cantilever aluminum BOC with	17.3	Right

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration: T880 Series Conventional / FULL TRUCK GCW: 78350
 Quote/DTPO/CO: QUO-857297-R6M2Y0
 Engine: 0130321 X15 450V 450@2000 1650@950
 Transmission: 2016158 Transmission: Allison 4500RDS 6-speed
 Rear Axle: 3142160 Dual Meritor RT46-160 rear axle rated at 46K.
 Rear Tire: 4277545 Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR | Revs/Mile: 499
 Operating Conditions: 0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	31.64
2.21	14.88

Engine RPM:	600	700	800	900	950	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Gross Torque:	918	1020	1220	1480	1650	1650	1650	1650	1650	1650	1614	1513	1424	1345	1244	1047
Net Torque:	809	910	1101	1347	1506	1508	1510	1512	1514	1515	1483	1390	1309	1236	1143	960
Net HP:	92	121	168	231	272	287	316	345	375	404	424	424	424	424	413	366

Gear Ratios: TRN (1): 4.7 RAX (1): 4.56

Speed (MPH):	3.4	3.9	4.5	5.0	5.3	5.6	6.2	6.7	7.3	7.9	8.4	9.0	9.5	10.1	10.7	11.2
Grade (%):	12.4	14.1	17.3	21.6	24.4	24.4	24.4	24.5	24.5	23.9	22.3	20.9	19.6	18.0	14.9	

Gear Ratios: TRN (2): 2.21 RAX (1): 4.56

Speed (MPH):	7.2	8.4	9.5	10.7	11.3	11.9	13.1	14.3	15.5	16.7	17.9	19.1	20.3	21.5	22.7	23.9
Grade (%):	5.4	6.1	7.6	9.5	10.7	10.7	10.8	10.8	10.8	10.8	10.5	9.8	9.1	8.6	7.8	6.4

Gear Ratios: TRN (3): 1.53 RAX (1): 4.56

Speed (MPH):	10.3	12.1	13.8	15.5	16.4	17.2	19.0	20.7	22.4	24.1	25.9	27.6	29.3	31.0	32.7	34.5
Grade (%):	3.5	4.0	5.0	6.3	7.1	7.1	7.1	7.1	7.1	7.1	6.9	6.4	5.9	5.5	5.0	4.0

Gear Ratios: TRN (4): 1 RAX (1): 4.56

Speed (MPH):	15.8	18.5	21.1	23.7	25.1	26.4	29.0	31.6	34.3	36.9	39.6	42.2	44.8	47.5	50.1	52.7
Grade (%):	1.9	2.3	2.9	3.7	4.2	4.2	4.2	4.2	4.1	4.1	3.9	3.6	3.2	2.9	2.5	1.8

Gear Ratios: TRN (5): 0.76 RAX (1): 4.56

Speed (MPH):	20.8	24.3	27.8	31.2	33.0	34.7	38.2	41.6	45.1	48.6	52.0	55.5	59.0	62.5	65.9	69.4
Grade (%):	1.2	1.4	1.9	2.5	2.9	2.9	2.8	2.7	2.7	2.6	2.4	2.1	1.7	1.4	1.1	0.5

Gear Ratios: TRN (6): 0.67 RAX (1): 4.56

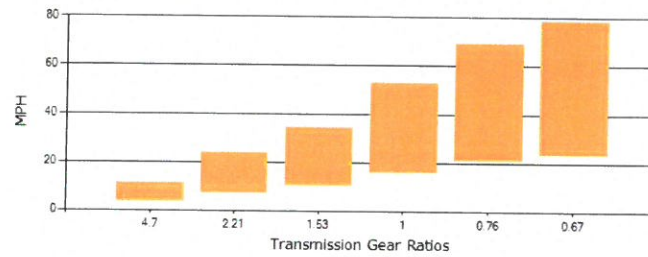
Speed (MPH):	23.6	27.5	31.5	35.4	37.4	39.4	43.3	47.2	51.2	55.1	59.0	63.0	66.9	70.8	74.8	78.7
Grade (%):	0.9	1.1	1.5	2.0	2.3	2.3	2.2	2.1	2.0	1.9	1.7	1.4	1.1	0.8	0.4	-0.2

Engine RPM:	600	700	800	900	950	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Gross Torque:	918	1020	1220	1480	1650	1650	1650	1650	1650	1650	1614	1513	1424	1345	1244	1047
Net Torque:	809	910	1101	1347	1506	1508	1510	1512	1514	1515	1483	1390	1309	1236	1143	960
Net HP:	92	121	168	231	272	287	316	345	375	404	424	424	424	424	413	366

SPEED & GRADE PERFORMANCE REPORTS

Geared Speed Report (Engine Fan Off)

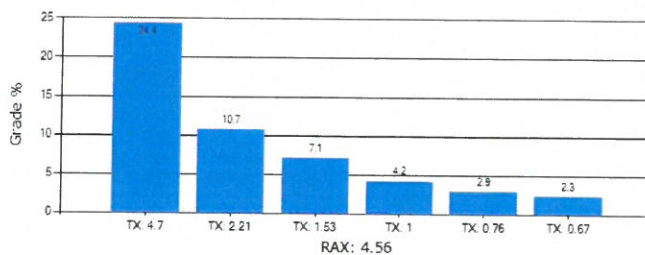
Configuration: T880 Series Conventional / FULL TRUCK GCW: 78350
Quote/DTPO/CO: QUO-857297-R6M2Y0
Engine: 0130321 X15 450V 450@2000 1650@950
Transmission: 2016158 Transmission: Allison 4500RDS 6-speed
Rear Axle: 3142160 Dual Meritor RT46-160 rear axle rated at 46K.
Rear Tire: 4277545 Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR. | Revs/Mile: 499
Operating Conditions: 0% Rolling Resistance



SPEED & GRADE PERFORMANCE REPORTS

Gradability Report (Engine Fan Off)

Configuration: T880 Series Conventional / FULL TRUCK GCW: 78350
 Quote/DTPO/CO: QUO-857297-R6M2Y0
 Engine: 0130321 X15 450V 450@2000 1650@950
 Transmission: 2016158 Transmission: Allison 4500RDS 6-speed
 Rear Axle: 3142160 Dual Meritor RT46-160 rear axle rated at 46K.
 Rear Tire: 4277545 Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR. | Revs/Mile: 499
 Operating Conditions: 0% Rolling Resistance



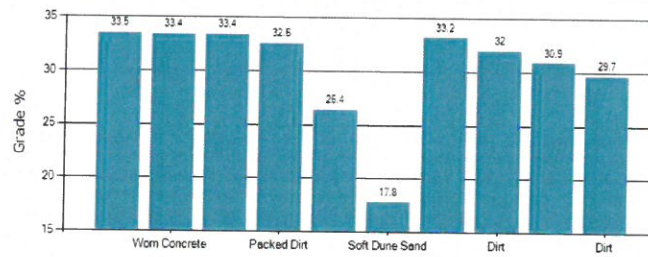
Gradability Report (Engine Fan Off)

Gear	TX-Ratio	RAX-Ratio	Peak Torque % Gradability	Peak Torque Road Speed (MPH)
1	4.70	4.56	24.35	5.33
2	2.21	4.56	10.73	11.33
3	1.53	4.56	7.11	16.37
4	1.00	4.56	4.25	25.05
5	.76	4.56	2.88	32.96
6	.67	4.56	2.33	37.39

SPEED & GRADE PERFORMANCE REPORTS

Startability Report (Engine Fan Off)

Configuration: T880 Series Conventional / FULL TRUCK GCW: 78350
Quote/DTPD/CO: QUO-857297-R6M2V0
Engine: 0130321 X15 450V 450@2000 1650@950
Transmission: 2016158 Transmission: Allison 4500RDS 6-speed
Rear Axle: 3142160 Dual Meritor RT46-160 rear axle rated at 46K.
Rear Tire: 4277545 Rear Tires: Bridgestone M713 Ecopia 11R22.5 14PR. | Revs/Mile: 499
Operating Conditions: 0% Rolling Resistance





R&S-Godwin Truck Body Co., LLC
PO BOX 984
DUNN, NC 28335
(606) 874-2151

Quote

Page: 1

Order Number: 0049583

Order Date: 5/13/2021

Salesperson: Brad Hicks

Customer Number: 00-0600205

Body Model #: CS160620521	Hoist Serial #:
Reference: KISSIMMEE	Pump Serial #:
Truck Make: KENWORTH	Susp. 1 Serial #:
Truck Model: T880	Susp. 2 Serial #:
Truck Serial #: 252147	Susp. 3 Serial #:
Trailer VIN:	Transmission: ALLISON
Truck CT #: 139"	Chasis ETA: 5/9/2022
Body Color: MET. Blue N0340	Prod. Date:
Truck Color: WHITE	Est. Compl. Date:
Body Type: CS	Truck Location:

Sold To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

Confirm To:

Alan Randall

Ship To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

ALL ORDERS SUBJECT TO CREDIT APPROVAL-QUOTES VALID FOR 7 DAYS
SHIP APPROVAL:

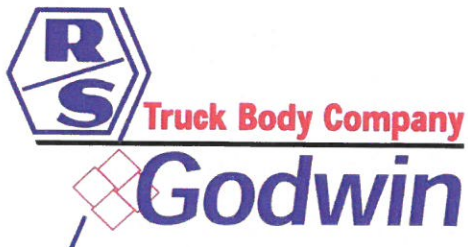
Customer P.O.	Ship VIA	F.O.B.	Terms
		ORLANDO, FL	3% 7 Days Net 30
Item Number	Ordered		Amount
CS	CS Series Body Configuration	1.00	
INSTALLATION: Installed		APRON: Pipe Bumper	
LENGTH: 192		APRON LENGTH: 12	
INSIDE WIDTH: 84		HOIST TYPE: Hyva Hoist	
SIDE HEIGHT: 62		HOIST TYPE: PH7-3-137	
T/G STYLE: High Lift		HOIST STABILIZER: No	
T/G FORMED ANGLE: Yes		REAR HINGE: 1-3/4" Steel Platform Full Pin	
T/G HEIGHT: 66		SUBFRAME: 1/4" Short Z	
T/G SLOPE: No Slope		OIL TANK: Steel Front Mount	
T/G MATERIAL: 1/4" AR450		TANK SIZE: E - Type	
T/G CONTROLS: Air Operated		MARKER LIGHT SIZE : All Marker Lights 2.5"	
STOKER DOOR: None		CABSHIELD LIGHTS: 2	
LONGSILLS: Trapezoidal Steel w/Rubber		CABSHIELD STROBES: 2 Front Lip	
DECK: 1/4" AR450 Steel		REAR LIGHTS (RD MARKER): 1	
SIDES: 1/4" AR 450		REAR STROBES: 1	
SIDE BRACING: None		BACK UP LIGHTS: No	
TARP BAR: None		REAR OVAL LIGHTS (S/T/T): 1	
REAR POST MAT: 1/4" High Tensile		TOP SIDE LIGHTS: None	
FENDER/BOTTOM RAIL MAT: 10 Gauge High Tensile Steel		TOP SIDE STROBES: None	
FENDER SKIRTS: No		MID RAIL TURN: Yes	
TOP RAIL: Formed In Angle		BOTTOM SIDE LIGHTS: 2	
BOARD GUSSETS: No		FRONT FLAPS: Steel Mud Guard	
BOARDS: None		LADDER: Standard Ladder / 1 Stirrup	
BULKHEAD HGT: 79		CONTROL PANEL: RSG-5	
BULKHEAD MAT: 1/4" AR450		PUMP: G102-2	
BULKHEAD OFFSET: None		PTO: Allison Auto Trans	
CABSHIELD TYPE: Double Offset		TARP: MT Torsion Spring (Electric)	
CABSHIELD LENGTH: 24		TARP MATERIAL: Mesh	
CABSHIELD FRONT: 4		TARP TENSIONER: No	
CABSHIELD WIDTH: 70		PAINT: PPG Delfleet Essential	
CABSHIELD WIND DEFLECTOR: Formed In		PIVOT: 184"	
CABSHIELD MAT: 10 Gauge High Tensile			
SHOVEL HOLDER ON BULKHEAD			

Continued

0.00

PAINT IS NOT GUARANTEED TO BE A 100% MATCH

EFFECTIVE 1/1/17, A 3% CHARGE WILL BE ADDED TO ORDERS OVER \$2,500 PAID BY CREDIT CARD



R&S-Godwin Truck Body Co., LLC
PO BOX 984
DUNN, NC 28335
(606) 874-2151

Quote

Page: 2

Order Number: 0049583
Order Date: 5/13/2021
Salesperson: Brad Hicks
Customer Number: 00-0600205

Body Model #: CS160620521	Hoist Serial #:
Reference: KISSIMMEE	Pump Serial #:
Truck Make: KENWORTH	Susp. 1 Serial #:
Truck Model: T880	Susp. 2 Serial #:
Truck Serial #: 252147	Susp. 3 Serial #:
Trailer VIN:	Transmission: ALLISON
Truck CT #: 139"	Chasis ETA: 5/9/2022
Body Color: MET. Blue N0340	Prod. Date:
Truck Color: WHITE	Est. Compl. Date:
Body Type: CS	Truck Location:

Sold To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

Confirm To:

Alan Randall

Ship To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

ALL ORDERS SUBJECT TO CREDIT APPROVAL-QUOTES VALID FOR 7 DAYS
SHIP APPROVAL:

Customer P.O.	Ship VIA	F.O.B.	Terms
		ORLANDO, FL	3% 7 Days Net 30
Item Number	Ordered		Amount

FRONT BODY SIDE STEPS TO BE 24" WIDE
MOVE BOTTOM REAR MARKER OUT OF REAR POST INTO RUBRAIL
AR WEAR PLATE ON TOP OF REAR POST UNDER HIGHLIFT ARMS
VERTICAL CHAIN ATTACHMENT W/ ANGLES IN BOTTOM CORNERS OF TAILGATE
CHAIN SLOTS IN REAR POST
WEAR PLATE ON TAILGATE AT SPREADER CHAIN WEAR AREA
3 HORIZONTAL BRACES ON TAILGATE
2 BOLTS IN REAR HINGE
BODY TO BE WHEELABRATED
ZINC PRIMER TO BE APPLIED
BODY TO BE PAINTED Kenworth-Metallic Blue N0340
WIRE STROBES TO SWITCH IN CONTROL PANEL
ALUM CONSOLE IN CAB FOR BODY CONTROLS
BALL VALVES ON HYD TANK
3/8" OIL LEVEL CHECK ON HYD TANK
RECIRCULATING LINE ON PUMP
6" BODY SET BACK
PIVOT IS TO BE 2" BEHIND REAR TIRES
22" OVERHANG
SMALL ROUND ICC UNDER-RIDE BAR
REAR FLAPS TO BE (6" TO 8") BEHIND REAR TIRES
REAR FLAPS TO BE HUNG ON CHAINS
BEND TARP ARMS OUT OF LOAD ZONE
TARP TO LAND 1" FORWARD OF TAILGATE

/MISC

Nonstandard Option

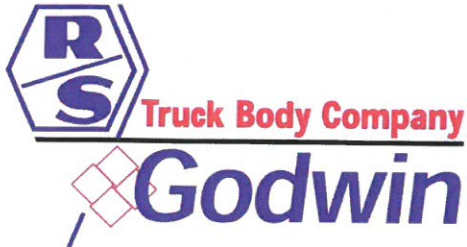
HEAVY DUTY X-BRACED ELBOWS ON TARP CROSSOVER BAR
USE FACTORY TOW HOOK PROVIDE ON CHASSIS

Continued

0.00

PAINT IS NOT GUARANTEED TO BE A 100% MATCH

EFFECTIVE 1/1/17, A 3% CHARGE WILL BE ADDED TO ORDERS OVER \$2,500 PAID BY CREDIT CARD



R&S-Godwin Truck Body Co., LLC
PO BOX 984
DUNN, NC 28335
(606) 874-2151

Quote

Page: 3

Order Number: 0049583
Order Date: 5/13/2022
Salesperson: Brad Hicks
Customer Number: 00-0600205

Body Model #:	CS160620521	Hoist Serial #:	
Reference:	KISSIMMEE	Pump Serial #:	
Truck Make:	KENWORTH	Susp. 1 Serial #:	
Truck Model:	T880	Susp. 2 Serial #:	
Truck Serial #:	252147	Susp. 3 Serial #:	
Trailer VIN:		Transmission:	ALLISON
Truck CT #::	139"	Chasis ETA:	5/9/2022
Body Color:	MET. Blue N0340	Prod. Date:	
Truck Color:	WHITE	Est. Compl. Date:	
Body Type:	CS	Truck Location:	

Sold To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

Confirm To:

Alan Randall

Ship To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

ALL ORDERS SUBJECT TO CREDIT APPROVAL-QUOTES VALID FOR 7 DAYS
SHIP APPROVAL:

Customer P.O.	Ship VIA	F.O.B.	Terms
		ORLANDO, FL	3% 7 Days Net 30
Item Number	Ordered	Amount	

CONSPICUITY TAPE ON TOP CORNERS OF TAILGATE
FREIGHT TO ORLANDO, FL

OPTION: AIR VIBRATOR \$962.00
DUE TO BODY BEING MUNICIPALITY PRICE DOES NOT CHANGE (APPROVED BY SHAWN
AUXIER)

AUTHORIZATION SIGNATURE REQUIRED BEFORE ORDER
CAN BE SCHEDULED _____
PAINT IS NOT GUARANTEED TO BE A 100% MATCH
EFFECTIVE 1/1/17, A 3% CHARGE WILL BE ADDED TO ORDERS OVER \$2,500 PAID BY CREDIT CARD

Net Order:	28,301.00
Steel Surcharge Amt:	810.00
Less Discount:	0.00
Freight:	1,700.00
Sales Tax:	0.00
Order Total:	30,811.00

ITEM 7.G

Award of Design Services Contract to METRO Consulting Group, LLC for the West Hill Street Sidewalk Project.

Request

Approval to award the design services contract to METRO Consulting Group, LLC. for the design of the West Hill Street Sidewalk Project for the amount of \$130,000.00.

Explanation

The goal of this project is to provide pedestrian accommodation along West Hill Street. The City has selected METRO Consulting Group, LLC. to design sidewalk improvements along the south side of West Hill Street from North Emory Avenue to John Young Parkway.

In addition to the new sidewalk, improvements will also include new driveway connection upgrades, and new signage along with striping.

The design fee for these improvements is \$130,000.00.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11125108-508282	CDBG2021	Decrease	\$514,664.00	\$130,000.00

Financial Summary:

This project is being funded by a Community Development Block Grant (CDBG 2021).

Recommendation

Staff recommends approval of the design services contract with METRO Consulting Group, LLC. in the amount of \$130,000.00 for the West Hill Street Sidewalk project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Abstract of Bid Form

City of Kissimmee

2. METRO Consulting Groups Proposal
3. Contract with Metro Consulting Group for Hill Street

ABSTRACT OF BIDS

City of Kissimmee

INVITATION/BID# RFP2022-006 Design Services for Hill Street Sidewalk for Community Development Block Grant (CDBG)

OPENING DATE:6/01/2022
TIME: 2:30PM

REQ. DEPARTMENT: Frances & Robert

DATE\ TIME	VENDOR NAME CITY AND STATE	1 Grand Total Cost					Total Bid	COMMENTS
6/1/2022 2:30pm	Metro Consulting Group, LLC Maitland, FL	\$130,000					\$130,000	Addendums 1,2 &3 acknowledged

DATE/ TIME	VENDOR NAME CITY AND STATE	1					TOTAL BID	COMMENTS

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.org. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2022-006**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>GRAND TOTAL COST</u>
1	Hill Street Sidewalk	<u>130,000 -</u>

DELIVERY TIME (F.O.B. DESTINATION) _____
ACKNOWLEDGMENT OF ADDENDA NO.(S) 1-3 (IF APPLICABLE)

Joseph D. Darbonne
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

JD We do not take exception to Specifications.
(initial)

 We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME METRO Consulting Group, LLC
COMPANY ADDRESS 341 North Maitland Avenue, Suite 220
Maitland, FL 32751

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO
THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO
THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: Joseph D. Darbonne DATE: 6.1.20 22
(signature)

Joseph Dwayne Darbonne
(typed name/title of signer)

EMAIL: dwayne.darbonne@metrocgllc.com

TELEPHONE NO.: (407) 755.4385 FAX NO.: () N / A

TAB 1

Cover Letter



June 1, 2022

Brandon Durango – Procurement Manager
City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

Re: RFP 2022-006 Design Services for Hill Street Sidewalk for Community Development Block Grant (CDBG)

Dear Mr. Durango:

At **METRO CONSULTING GROUP, LLC (METRO)** our staff has expertise in public involvement specialists, planners, transportation engineers, environmental scientists, and landscape architects. We are a licensed engineering and landscape architectural firm that has provided professional services to our clients, including the City of Kissimmee, since our formation in 2010. We undergo yearly technical and financial audits, which has resulted in our firm earning unlimited qualifications in 14 FDOT work groups and makes our firm a proud **qualified and efficient Central Florida-based firm.**

Experienced Project Manager: Dwayne Darbonne, PE, will serve as the Project Manager and Engineer in Responsible Charge. He is your single point of communication and will alert the City with any necessary additions or deletions to the scope, budget and a realistic project schedule that includes critical path activities with milestones. He brings over 37 years of experience in responsible charge for planning, roadway design and permitting to this contract. He has a proven history of routinely developing ***value-oriented solutions*** that will reduce construction costs. Our project deliverables are routinely reviewed by an independent firm because we know the importance of producing high-quality deliverables within budget and on time.

Experience in Osceola County and City of Kissimmee: We most recently submitted Final Plans on the TOHO-Valencia Trail II (LAP) on-system project (FPN 439084-1), which completed construction early this year. We are knowledgeable of your staff and the interworking's at the city and we bring our knowledge to this contract.

The Community Development Block Grant (CDBG): The CDBG is one of the longest-running programs of the US Department of Housing and Urban Development, funds local community development activities with the stated goal of providing affordable housing, anti-poverty programs, and in this case infrastructure development. A block grant is supported by federal funds but administered by state or local governments, the thought being local authorities are better suited to handle local issues.

Team: We have assembled a proven team knowledgeable of your staff who will provide seamless coordination with agency stakeholders. We are proactive, focused and committed to quality deliverables that meet your expectations to your satisfaction. Combined with our partner subconsultants, our team on this contract meets each of the requirements identified in the RFQ.

Sincerely,

A handwritten signature in blue ink that reads "Dwayne Darbonne".

Joseph D. Darbonne, PE
Project Manager / Principal

TAB 2

Project Approach



UNDERSTANDING OF SCOPE

The City of **Kissimmee's Design Services for Hill Street Sidewalk Project (RFP2022-006)** is a federally funded project through the Community Development Block Grant (CDBG). This project proposes a five-foot wide concrete sidewalk along the south side of Hill Street from Emory Street to just west of John Young Parkway (approximately 1,100 feet) within the City of Kissimmee.

The METRO Team has reviewed the City's RFP, conducted site visits, and has already prepared the engineering scope of services, estimated staff hours, critical path schedule, and engineer's estimate of probable construction costs, so we have a full and complete understanding of the project requirements. The scope of this project includes a five-foot wide concrete sidewalk, a crosswalk and curb ramp at the northeast corner of Emory Street and Hill Street, aluminum pipe handrail, concrete curb, driveway reconstruction, mailbox adjustments, landscape removal, signing and pavement markings, utility coordination, relocation/adjustment of utilities, and drainage improvements such as inlet relocation. Minor public involvement is anticipated for letters to homeowners informing them of sidewalk and in some cases driveway reconstruction. No right of way acquisition or permitting is anticipated for this project.

Addendum No. 2 clarifies the estimated budget for design services is \$150,00 and it is our understanding from prior conversations with the City that the total budget for both design and construction is \$250,000. Due to this budget, the METRO Team commits to finding innovative solutions that will reduce construction costs on this project.

The sidewalk design will be in accordance with the 2022 FDOT Design Manual (FDM), FDOT Standard Plans (Fiscal Year 2022-23), the 2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook), and the Manual on Uniform Traffic Control Devices (MUTCD). The project will also comply with the Americans with Disabilities Act (ADA). The METRO Team will prepare final construction plans and all associated CADD drawings, project documentation, permit clearances, specifications, and engineer's estimate of probable construction costs estimate to assist the City in bidding the construction of the recommended improvements.

ROADWAY ANALYSIS AND PLANS

The METRO Team proposes to locate the sidewalk as far from the roadway, near the right of way, as possible. In most cases the front of sidewalk will be approximately five feet behind the existing valley gutter. Curb ramps will be proposed at every side street crossing along the corridor. Our sidewalk design will follow Standard Plans **Index 522-001 Concrete Sidewalk** and **Index 522-001 Detectable Warnings and Sidewalk Curb Ramps**. The RFP references the potential need for a pedestrian handrail, which is usually required where there is a drop off adjacent to the sidewalk; however, after conducting our site visits, we do not see a need for a pedestrian handrail anywhere within the project limits.

The project scope calls for a crosswalk along Emory Avenue to connect the existing sidewalk on the north side of Hill Street to the proposed sidewalk on the south side of Hill Street. During our site visit, we noted that the northeast corner of Emory Avenue and Hill Street does not meet ADA requirements for a curb ramp (see **Figure 1**), so we recommend including a proposed curb ramp at this quadrant of the intersection in the scope. The cost for this work is minor when compared to the benefit of providing connectivity with the residential areas, the Emory Canal Trail, and the athletic fields.

Figure 1: Northeast Quadrant of Emory Avenue and Hill Street

Mailboxes in conflict with the proposed sidewalk will be shown in our plans to be relocated within the sod between the roadway and the proposed sidewalk. Driveways will also require reconstruction to accommodate the proposed sidewalk and meet ADA criteria for pedestrians. We noted in our site visit that the existing driveway cross-slopes are greater than 2% which does not meet ADA criteria. The reconstruction of driveways will adhere to Standard Plans **Index 522-003 Concrete Flared Driveways**.

Figure 2 below shows the proposed improvements for this project.

Figure 2a: Hill Street Sidewalk Improvements

Figure 2b: Hill Street Sidewalk Improvements



Figure 2c: Hill Street Sidewalk Improvements



DRAINAGE ANALYSIS AND PLANS

The inclusion of a five-foot sidewalk will contribute a negligible increase the stormwater runoff, however the existing drainage patterns will not be affected due to this project. Modifications may be required at the cross-street curb returns, so we will develop special gutter profiles at the proposed curb ramps, so we can eliminate the possibility of stormwater ponding at the curb returns. Where there is sufficient right of way, the proposed sidewalk will be offset from the existing curb inlets along Hill Street. A potential conflict point between the sidewalk and a drainage inlet exists at the southwest corner of Hill Street and Lee Street (see **Figure 3**). Our design team proposes to design the sidewalk closer to the roadway at this location and recommend replacing the valley gutter with Type F curb and gutter to avoid the sidewalk from impacting this drainage inlet. Our last resort will be to recommend replacing this inlet top, so to avoid conflicts with the proposed ADA ramps, which could preserve the structure bottom and drainage pipes.

Figure 3: Potential Drainage Structure Conflict

UTILITIES

There are approximately six utilities within the project limits. From field visit observations, it appears that the sidewalk construction will likely conflict with some of the existing cable risers, water meter boxes, electrical pull boxes, and fire hydrants. Upon delivery of the topographic survey, our design team will prepare the plan sheets and immediately kick off the utility coordination process so we can receive feedback from the utility agencies in the form of RGB markups. It is anticipated that some utilities will require adjustment or relocation due their conflict with the proposed sidewalk alignment. As per the RFP, we do not anticipate the need for subsurface utility exploration (SUE). A minor potential utility conflict is shown in **Figure 4** and represents similar conflicts along the corridor. Our design team will avoid utilities, wherever feasible, but in the unavoidable cases, our professional Utility Coordinator will remain in contact with the utility owners, from our initial outreach through the scheduling of utility work schedules.

Figure 4: Potential Minor Utility Conflict

SURVEY AND SUE

Topographic Survey

The METRO Team's Professional Surveyor will perform the following tasks to complete the topographic survey for this project.

- Set horizontal and vertical control.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and utility information obtained via utility investigations.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream sanitary manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the cause.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site. Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- The collection of the existing buildings will be limited to the perimeter of the structure noting the type of building.
- Calculate the apparent right-of-way and parcel lines from record documents including right-of-way maps, plats, and deeds along with property corners found during the topographic survey for the roadways falling within the limits of survey.

The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD 83/2011), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88). All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Some areas along the corridor do not have sufficient right of way to allow a five-foot offset from the roadway to the proposed sidewalk, so in these areas we recommend replacing the valley gutters with Type F curb and gutter and placing the sidewalk adjacent to the curb to eliminate the need for additional right of way.

Subsurface Utility Exploration (SUE)

According to the RFP, SUE is not anticipated for this project. The METRO Team will maintain the proposed sidewalk as far from utilities as possible; however, there is a potential conflict with a drainage structure along the curb radius on the west side of Lee Street. Our design team will maintain the sidewalk closer to the curb before reaching Lee Street, but if there is a conflict with the inlet we will first propose to replace the inlet top to avoid the proposed sidewalk and maintain the location of the drainage pipes which will not require SUE. If this conflict is unavoidable, we will relocate the inlet and replace the drainage pipes to reach the new inlet location and we will need SUE to ensure underground utilities will not be impacted by the new pipe alignment.

GEOTECHNICAL SERVICES

For this project, we propose to mobilize a two-man soil survey crew to stake/clear utilities and perform six (6) auger borings along the corridor up to a depth of five feet for sidewalks. This crew will perform limited laboratory testing to support the visual classifications determined in the field. The team's professional Geotechnical Engineer will prepare a Report of Roadway Soil Survey documenting soil and groundwater conditions encountered at the site and provide recommendations to support the sidewalk design.

ENVIRONMENTAL PERMITS AND CLEARANCES

We understand and agree with the City's RFP that environmental permits are not anticipated for this project due to its size in scope. Since there is no existing Environmental Resource Permit to modify within the project limits, the METRO Team will apply for a permit exemption with the South Florida Water Management District (SFWMD) referencing F.A.C. Rule 62-330.051(10). Our project team has experience in this permit exemption process through two roadway safety projects for Lake County where we successfully received permit exemptions with little to no comments from the St. Johns Water Management District (SJRWMD). In addition, our team recently successfully coordinated and received a permit modification from SFWMD for the TOHO-Valencia Trail II project for the City of Kissimmee.

There are no wetlands or threatened/protected wildlife along the project limits; therefore, we do not anticipate the need for an environmental assessment. If an environmental assessment becomes required for this project, we have a professional Environmental Scientist that has successfully performed assessments for each of our projects over the last 12 years.

SIGNING & PAVEMENT MARKINGS ANALYSIS AND PLANS

Crosswalks will be proposed at Emory Avenue crossing Hill Street and on Hill Street crossing Lincoln Street, Alma Street, and Lee Street. Existing regulatory signs, such as speed limit and stop signs, will be relocated or replaced where in conflict with the proposed sidewalk. There is an existing sidewalk along the east side of Lincoln Street, and it is likely there may be some pedestrians that cross Hill Street at this location to reach the park across the street. We will analyze this crossing and assist the City in planning for a future project that can determine the need for a crosswalk here. Crosswalk design will follow Standard Plans **Index 711-001 Pavement Markings**.

LANDSCAPE

As seen during our site visits, the proposed sidewalk will conflict with some of the existing landscape, particularly at the property on the southwest corner at N. Lincoln Avenue and the properties between N. Lincoln Avenue and Alma Street. Our team will coordinate with the City's Project Manager and Public Outreach personnel to reach out to property owners and request they trim back their landscaping, so it does not encroach the right of way. **Figure 4** shows one property along the corridor that has landscape features encroaching the City's right of way. An aerial image showing these landscape features outside of the parcel limits will be sent to the property owner, along with a letter requesting the owner to relocate the landscaping outside of the right of way during the early stages of design.

For landscaping that is not on private property but encroaches the proposed sidewalk, we will provide plan notes in the construction plans to direct the contractor to prune the existing landscape according to our landscape architect's professional recommendation. This work will be staged in advance of the sidewalk construction.

TEMPORARY TRAFFIC CONTROL

There is an existing sidewalk along the north side of Hill Street, so we will maintain pedestrian traffic along the corridor as it exists today. Local traffic disturbance will be minimal due to the scope of the project; however, we will prepare a temporary traffic control plan to follow the FDOT Standard Plans **Index 102-602 Two-Lane and Multilane, Work on Shoulder** during sod removal, and **Index 102-603 Two-Lane, Two-Way, Work Within the Travel Way** during the construction of the sidewalk because concrete trucks will temporarily occupy the adjacent travel lane. This standard plan will permit the temporary closure of the eastbound travel lane and the use of flaggers will permit safe travel through the work zones.

POST DESIGN SERVICES

The METRO Team will provide post-design services which includes attendance of pre-construction meetings, construction meetings, shop drawing review, and addressing Requests for Information (RFIs) from the contractor. We have recently completed similar tasks on recently completed TOHO-Valencia Trail II project for the City of Kissimmee and are familiar with the requirements and preferences of the City for post-design services.

PROJECT MANAGEMENT

Communication and Documentation

For each project, we create a simple and effective communication plan which will lead us toward the goal of achieving a successful project completed on time and within budget. We recommend monthly meetings with the City to discuss the project's progress. During our meetings, we include the right professional staff to directly communicate progress which maximizes the effectiveness of each meeting. We issue draft meeting minutes within five working days and finalize the meeting minutes within one week so that we can use the information contained to inform the design team and proceed with the project.

Our internal communication with the project team utilizes various software such as Microsoft Teams for communication and meetings, Microsoft SharePoint to convey project documentation, and AutoCAD to share visuals of the design in real time with the team. These software programs permits our team to collaborate effectively and efficiently during the duration of the project and assist with solving problems immediately if they arise.

A Design Journal will be prepared and will include every key decision made for this project. This journal is particularly helpful early in the design process since numerous alternatives may be considered and can assist the project team to quickly move forward with the City's preferred decision. Such a document is also essential to the City's reviewers, so that they can see how each decision was made during the duration of the project, and it is useful when agency stakeholders make determinations that could potentially impact the project scope, schedule, or budget.

Schedule

A Critical Path Schedule will be submitted at the Notice to Proceed (NTP) date (tentatively July 1, 2022). The first two months of the project will allow our project team to perform data gathering which includes topographic survey, apparent right of way, and utility locations. We anticipate Phase I (30%) plans to be suitable for utility coordination purposes within three months after NTP. Upon approval of conceptual design and further anticipate Phase II (60%) plans submittal by December 2022. We have experienced on previous FDOT LAP projects that utility work schedules and permit clearances/exemptions must be submitted with Phase III (90%) plans which we anticipate by March 2023. We have scheduled our Phase IV (100%) plans shortly thereafter in May 2023. The project schedule is anticipated to be complete within 12 months of NTP (July 2022 to June 2023).

Budget

The project budget refers to both the design and construction budgets. To track design costs, we typically create a spreadsheet with an assigned value for every subtask which is reported by a percentage complete in our monthly invoice and progress reports. For the construction budget, we assign preliminary quantities to the major items of work, such as in this case the proposed sidewalk concrete, any drainage structure modifications or new structures.

As the design progresses, quantities are updated, and the engineer's estimate of probable construction costs are continuously updated. We will adhere to the project scope using a Design Journal that is updated as the project

progresses. The Design Journal documents any key decision(s) that could impact the contract scope, increasing/decreasing the design and construction budgets and lengthening/shortening the schedule. From our background knowledge on this project, the entire budget for design and construction is \$250,000, so we commit to tracking costs from the NTP through Final Plans. The unit costs are rising faster than FDOT can report them, so we will maintain a contingency cost item to cover the effects of inflation, currently in the 8% range on the construction costs.

Staff Assignments and Utilization

In 2022, several consulting firms in this industry are running at a very high utilization. The only backlog from the City at the time of this submission is our first task work order from the City of Kissimmee's Continuing Services Contract; therefore, our availability and that of our subconsultant partners are very high and it permits us to begin immediately on your project.

QUALITY CONTROL

The METRO Team's first deliverable on this contract will be the Quality Control Plan, which will identify the deliverables to be reviewed, the personnel who performs the reviews, and the team's method of documentation.

Our Quality Control (QC) Process includes a 5-Step color-coded process. **Step 1:** A first review is conducted to check the deliverable and provide markups in red; **Step 2:** An update is made to the document to implement the markups and once completed are circled in green; **Step 3:** The deliverable is "back checked" to ensure all comments have been implemented. If so, the circled markups are highlighted in yellow; **Step 4:** Another review is conducted by a different team member to verify the comments have been implemented, and then the comments are to be highlighted in blue; **Step 5:** An independent Quality Assurance (QA) Reviewer goes over the final document to ensure it meets expectations.

An independent reviewer, a professional in the field of their review and is not involved in the production of the deliverables, is important to the QC process to allow a "fresh set of eyes" on the project and give the most effective review. Our goal for every submittal is to receive "zero" agency comments and routinely submit our QC set along with our final deliverables for review.

TAB 3

Similar Projects



SIMILAR PROJECTS

TITLE AND LOCATION	YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Hooks Street Alternative Corridor Evaluation (Study) – Clermont, FL	2021	2021

PROJECT OWNER'S INFORMATION

PROJECT OWNER	POINT OF CONTACT NAME	POINT OF CONTACT TELEPHONE NUMBER
Lake County Public Works	Seth Lynch, County Project Manager	352.253.9052 slynch@lakecountyfl.gov

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

SCOPE OF SERVICES	
✓ Roundabout Concepts ✓ Public Involvement ✓ Multimodal Transportation ✓ Signalized Intersections ✓ Traffic Modeling ✓ Permit Determination ✓ Environmental Science ✓ Alternative Corridor Evaluation Report ✓ Noise Report ✓ Natural Resources Report ✓ Pond Siting Report	The Hooks Street Study evaluated alternatives for extending Hooks Street on new alignment from Hancock Road to Hartle Road, approximately 1.4 miles in length, in Clermont, FL. The Study evaluated three Build Alternative Alignments through primarily undeveloped commercial property and three Build Alternative Typical Sections: (1) Two-Lane Complete Street, (2) Two-Lane to Future Four-Lane Hybrid (which would be initially constructed as two lanes but designed to easily be widened to four lanes in the future), and (3) Four-Lane alternative. The Hooks Street Study involved signalized intersections at the begin and end project limits, an innovative oval-shaped roundabout at Hooks Street and Emil Jahna Road to eliminate impacts to the Orange Lake Mobile Home Park, proposed and joint-use stormwater ponds, extensive public involvement with property owners adjacent to the corridor, an access management plan, landscape screening concept between the corridor and subdivisions, environmental and engineering reports, and agency coordination between Lake County and the City of Clermont.

The Central Florida Expressway Authority (CFX) recently conducted a PD&E Study for the East-West Connector in southern Clermont, northern Four Corners, and CFX modified the CFPM V6.1 (transportation model) to incorporate all roadway projects and several developments planned in the area. The Traffic Engineering Subconsultant utilized this validated model for the project, with adjustments to incorporate developments proposed within the Hooks Street Study Area.

The Public Hearing for this project was held in April 2021 and the Lake County Board of County Commissioners voted 3-2 to approve the Hooks Street Study with the Recommended Alignment and the "Hybrid" Typical Section specifically for the initial construction of a two-lane roadway and, when funding becomes available, widening to four lanes in the future.

This project was delivered on budget and on schedule.

Prime & Subconsultant Team Members involved: Joseph Dwayne Darbonne, Anna Galbraith, Bill Eggers, Karina Veaudry, Jennifer Rosenberg, Ayman As-Saidi & Brett Witte.



Figure 1: Hybrid Typical Section (initial 2-lane)



Figure 2: Hybrid Typical Section (future 4-lane)

SIMILAR PROJECTS

TITLE AND LOCATION	YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
TOHO Valencia Trail II – Kissimmee, FL	2020	2021

PROJECT OWNER'S INFORMATION

PROJECT OWNER	POINT OF CONTACT NAME	POINT OF CONTACT TELEPHONE NUMBER
City of Kissimmee Public Works	Robert Masiku – Project Manager	407.624.0269

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

SCOPE OF SERVICES
✓ FDOT LAP Project ✓ Shared Use Path Design ✓ Agency Coordination ✓ Drainage Analysis & Design Open & Closed Drainage System ✓ Maintenance of Pedestrian Traffic ✓ Utility Coordination ✓ Environmental Assessment ✓ SFWMD Permit Modification ✓ USACE Nationwide Permit

METRO provided professional design services for the TOHO-Valencia Trail II, a shared use path from just east of the Mill Slough Bridge along US 192 to Valencia College on Denn John Lane. The 10-foot-wide shared use path is ½-mile long and extends the previously constructed Phase I, which is from Oak Street to Mill Slough Bridge. This project included extensive agency coordination with multiple ongoing development projects along the corridor. This early coordination resulted in a net savings of approximately \$200,000 in construction costs.

The scope included designing a 10-foot shared use path that will ultimately connect downtown Kissimmee with Valencia College. Other scope items included ditch re-grading, drainage structure

modifications, utility coordination, and obtaining environmental permits from South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (USACE). This project is an excellent example of providing multimodal transportation to the public because the path replaces the existing five-foot sidewalk along the south side of US 192 and then introduces a path that is not existing for pedestrians northward along the western right of way line of Denn John Lane.

Agency coordination was extensive on this project and included City of Kissimmee, FDOT, Osceola County, Valencia College, City of Kissimmee CRA, SFWMD, USACE, property owners of proposed developments along the corridor and the respective engineering firms designing the developments, and numerous utility owners along the route. An Environmental Assessment Report was prepared which noted USACE jurisdictional wetlands in an adjacent ditch that required a Nationwide Permit from the USACE, and ditch re-grading required a permit modification to an existing SFWMD environmental resource permit. This project was LAP-funded and underwent reviews by FDOT LAP Coordination Staff at District 5

This project was delivered on budget but not on schedule due to a supplemental added to obtain a USACE permit and to produce construction bid documents for the City.

Prime & Subconsultant Team Members involved: Joseph Dwayne Darbonne, Anna Galbraith, Bill Eggers & Mike Patterson.

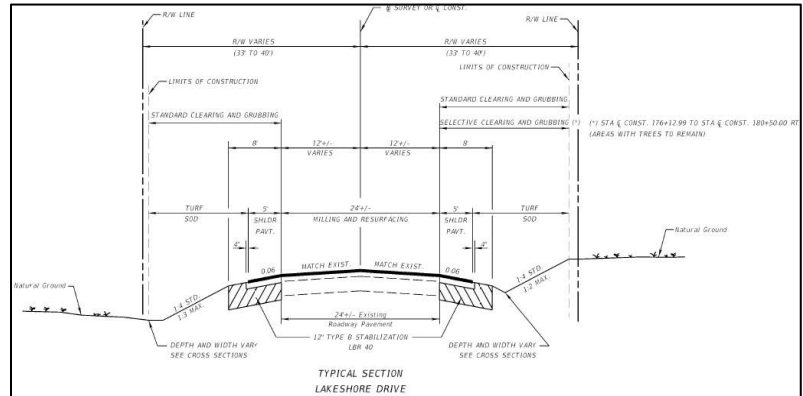


SIMILAR PROJECTS

TITLE AND LOCATION		YEAR COMPLETED	
Citrus Tower Boulevard & Mohawk Road Intersection Safety Improvements – Clermont, FL		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2020
PROJECT OWNER'S INFORMATION			
PROJECT OWNER Lake County Public Works		POINT OF CONTACT NAME George Gadiel, PE	POINT OF CONTACT TELEPHONE NUMBER 352.253.9092
BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

SCOPE OF SERVICES

- ✓ FDOT LAP Project
- ✓ Signalization Design
- ✓ Microwave Detection
- ✓ ADA Improvements
- ✓ Interconnect Plans
- ✓ Splicing Diagrams
- ✓ Utility Coordination
- ✓ Right of Way Acquisition
- ✓ Signing & Pavement Markings
- ✓ SJRWMD Permit Exemption



METRO was selected by Lake County Public Works Department to perform professional engineering services on 3 separate Local Area Programs (LAP) type projects. Two of the projects were scoped to provide milling and resurfacing, slope corrections, paved shoulders, signing and pavement markings. The other project included the design analysis and implementation of a traffic signalization. The projects were completed simultaneously and were completed 12 -14 months from Notice to Proceed to final signed and sealed deliverables.

Citrus Tower / Mohawk Intersection: METRO performed professional engineering services for the intersections improvements at Citrus Tower Boulevard and Mohawk Road in Clermont, FL. The NW and SW quadrants included commercial developments, the NE quadrant included a future development that was undergoing construction during this project's duration, and the SE quadrant included a County-owned stormwater pond. Right of way acquisition was required from the development at the SW quadrant.

The scope included a box span signal design, ADA improvements, right of way acquisition, interconnect plans connecting Citrus Tower Boulevard from US 27, South Grand Highway, and Mohawk Road intersections, splicing diagrams, microwave detection, signing and pavement markings, and utility coordination.

The proposed design used microwave detection which required an additional design to illustrate the detection zones throughout the intersection. A detail was also included in the signalization plan for an additional traffic signal for a future turn lane. The interconnect extends from US 27 to Mohawk Road, a distance of approximately 0.75 miles long. The interconnect also connected with the intersection of South Grand Highway and three splicing diagrams were prepared for each intersection.

This project was delivered on budget and on schedule.

Prime & Subconsultant Team Members involved: Joseph Dwayne Darbonne, Anna Galbraith, Bill Eggers & Mike Patterson.

TAB 4

Organizational Chart & Resumes



ORGANIZATION CHART



CITY OF KISSIMMEE

Project Manager

Dwayne Darbonne, PE

Project Manager

Support Roles

Mahmoud Sedighi, PE¹

Geotechnical Engineer

Eric Cain²

Project Surveyor

Trisha Miller²

Utility Coordinator

Roadway & Multimodal

Anna Galbraith, PE

Project Engineer

Allison Gordon, EI

Transportation Engineer

Environmental

Bill Eggers, CEP, CWB, PWS

Environmental Scientist

Landscape Architecture

Robert R. Buchanan, RLA

Landscape Architect

QA/QC

Kim Elmer, PE

Quality Reviewer

Public Involvement

Heather Turner

Community Awareness Coordinator

SUBCONSULTANTS

*AWK Consulting Engineers, Inc.¹

*ECHO UES, Inc.²

*DBE

Dwayne Darbonne, PE

Project Manager



Availability: 80%

Total Years of Experience: 42

Education:

- Master Studies, Structural Engineering, 1987, Louisiana State University
- BS Civil Engineering, Louisiana Tech University, 1980

Licenses, Certifications, and Training:

- Professional Engineer No. 39820, Florida, 1988
- FDOT Specifications Training for Consultants, 2012
- Florida Engineering Society Leadership Graduate, 2007
- Jacobs Sr. Project Manager Certification, 2002
- FDOT Advanced Work Zone Traffic Control Training, 1995

Core Specialties: Project Management, Roadway & Trail Design, PD&E Studies, Complete Streets Design

Background

Mr. Darbonne's career began in 1980 as an entry-level Transportation Engineer. He spent the first 17 years of his career as both a Transportation Engineer and a Bridge Engineer responsible for the design, inspection and construction of major roadway and bridges. After a 30-year career as a corporate engineer at four separate national and international engineering firms, he formed METRO Consulting Group, LLC in 2010, which has quickly developed into one of the most qualified Engineering / Landscape Architectural firms in Florida.

Project Experience

Continuing Contract for Engineering Services (2021-Present) – City of Kissimmee

Senior Transportation Engineer & Contract Management for the engineering design services on various transportation-related projects throughout the City of Kissimmee. This five-year continuing services contract includes roadway, drainage, traffic, multimodal, other civil engineering projects throughout the City on a Task Work Order (TWO) basis.

Landscape Design Contract – Districtwide (2020-Present) – FDOT District 1

Senior Transportation Engineer & Contract Management for the landscape and transportation design services on various landscape design projects throughout FDOT District 1. This five-year continuing services contract includes landscape design projects for transportation facilities throughout the District on a Task Work Order (TWO) basis.

Florida Turnpike Osceola County Widening (2015-Present) – Florida's Turnpike Enterprise

Chief Engineer / Engineer of Record and Public Involvement Specialist in support of Moffatt & Nichol for the Turnpike widening project from Neptune Road to Osceola Parkway. The METRO team is responsible for roadway reconstruction and drainage design for five cross-streets: Neptune Road, Partin Settlement Road, Simpson Road, Fortune Road, and Osceola Parkway. METRO is also responsible for the landscape architecture and public involvement (including a Public Hearing) for the entire eight (8) miles of the Turnpike mainline.

Hooks Street Study and Final Engineering Design Services (2020-Present) – Lake County Public Works

Project Manager / Engineer of Record for the engineering & design services for the extension of Hooks Street on new alignment from Hancock Road to Hartle Road in Clermont, FL. Phase I of the project is the preliminary engineering study which includes traffic modeling and analysis, environmental analysis, stormwater analysis, pond siting, agency coordination, coordination with developers in the study area, and public involvement (including a Public Hearing). Phase II includes the final engineering of the Hooks Street Extension as a 2-lane divided roadway with a roundabout, closed-system drainage design and stormwater ponds, 2 signalized intersection at Hancock Road and Hartle Road, intersection lighting, signing, pavement markings and landscape architecture.

Toho-Valencia Trail II – (FDOT LAP) Final Engineering Design Services (2018-2020) – City of Kissimmee, FL

Project Manager / Engineer of Record for Phase II of the LAP-funded TOHO-Valencia Trail, from the Mill Slough bridge on US 192 to Valencia College on Denn John Lane. The scope includes designing a 10-ft shared use path, drainage analysis and design, utility coordination, and environmental permits with SFWMD and USACE. The project includes significant agency coordination with the City of Kissimmee, FDOT, Osceola County, Valencia College, City of Kissimmee CRA, and two adjacent private development projects

Dwayne Darbonne, PE

Project Manager (continued)

CR 455 Extension PD&E Study (2018-2020) – Lake County Public Works

Project Manager / Engineer of Record for the preliminary engineering and environmental analysis services for the extension of CR 455 on new alignment from Hartwood Marsh Road to Schofield Road, approximately 4.7 miles. The scope included the evaluation of a CR 455 extension on new alignment as an urban, 4-lane, divided roadway that will eventually connect to CFX's proposed Lake-Orange County Connector. The Study includes extensive public involvement, (including Public Hearing) environmental analysis, and agency coordination between developers, a sand mine, Water Conserv II, and CFX Authority. Concept plans for the entire project was developed including the 2 – Dual Lane Roundabouts, in the vicinity of Hartwood Marsh.

Lake Louisa Road (FDOT LAP) Final Engineering Design – FDOT LAP (2018-2020) – Lake County DPW

Project Manager / Engineer of Record for the LAP-funded safety improvements project for Lake Louisa Road from just north of Gleason Way to just south of Hammock Ridge Road in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved), milling & resurfacing, and signing & pavement markings.

Lakeshore Drive (FDOT LAP) Final Engineering Design (2018-2020) – Lake County DPW

Project Manager for the LAP-funded safety improvements project for Lakeshore Drive from Crescent Pines Boulevard to Harder Road/Lake Susan Court in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved) at two curves, milling & resurfacing, cross-slope corrections, signing & pavement markings, drainage improvements, and lighting.

Citrus Tower Blvd. / Mohawk Rd. Intersection Improvements (FDOT LAP) (2018-2019) – Lake County DPW

Project Manager / Engineer of Record for the LAP-funded safety improvement project at the intersection of Citrus Tower Blvd. and Mohawk Rd. in Clermont, FL. The scope included a box-span traffic signal design, ADA ramp improvements, signing and pavement markings, and fiber optic cable interconnect. This project also included right-of-way acquisition and coordination with an ongoing private development project at an adjacent property.

US 27 / Education Way Intersection Improvements (2018-2019) – Hanover Land Company, LLC

Project Principal / Engineer of Record for the engineering & design services for a new signalized driveway connection permit on US 27 in Minneola, Florida. METRO was hired by a private land developer to assist with intersection improvements such as turn lane modifications, US 27 median modifications, new crossroad for Education Way, Main Street intersection improvements, traffic, and pedestrian signals at this intersection. The proposed solution included a box-span traffic signal configuration, ADA ramp improvements, signing and pavement markings, and signal interconnection. Our staff worked to resolve questions from FDOT Traffic Operations Office and from FDOT Operations Office in Lake County. We worked with City of Minneola and Lake County staff to get the improvements permitted through FDOT. Supported the client's contractor during construction activities including request for information, reviewed shop drawings, and supported the team with final as-built drawings.

Wilton Drive Landscape and Streetscape Plan (2018-2020) – City of Wilton Manors DPW

Principal-in-Charge for the landscape design and streetscape plan for Wilton Drive (SR 811) from the bridge south of NE 19th Street to NE 26th Street. This project included a complete streetscape masterplan, landscape design, irrigation design, site furnishings plan, and construction documents.

SR 811 from SR 838 (Sunrise Blvd) NE 26th Street (2016-2018) – FDOT District 4

Project Manager / Engineer of Record for the feasibility study and final design for transforming a 1.9-mile, five-lane undivided roadway into a three-lane undivided multi-modal corridor. This project included the reconstruction design of roadway and drainage, 7-ft buffered bike lanes and widened sidewalks, on-street parking, and landscape opportunity areas. Signal modifications were required at 6 separate intersections, and lighting was provided along the entire corridor and has been called the "Poster Complete Street" project in District 4. The project also included extensive public involvement and outreach to reach an approved design concept.

Dwayne Darbonne, PE

Project Manager (continued)

I-75 from SR 500/US 27 Interchange to Alachua County Line (2014-2015) – FDOT District 5

Project Manager / Engineer of Record for RRR of 20 miles of resurfacing of interstate highway, including the reconstruction of 4 exit ramps at the SR 324 and CR 318 interchanges. Over 10 miles of the I-75 mainline cross slopes and guardrail attachments were brought up to current FDOT standards. To enhance emergency responsiveness on the corridor, the team coordinated with Marion County for the construction of a proposed emergency turn around. Project included the relocation of the existing pedestrian signals at the interchange ramps and SR 324 and CR 318. This project was accelerated from an 18-month schedule to completion in 12 months.

Titusville to Edgewater (T2E) Trail PD&E Study (2012-2014) – FDOT District 5

Project Principal for this project consisting of 33 miles of designated bike lanes and an off-road multi-use trail through the Merritt Island National Wildlife Refuge in Brevard County and along US 1 in Volusia County. Public meetings were held for involvement and agency coordination was critical since the project was primarily located in federally owned property.

I-4 Pedestrian Bridge (Gateway at Lake Ivanhoe) - Preliminary Engineering and Architectural Concept Study – FDOT District 5

While at T.Y. Lin International (2007 to 2009), he served as Project Manager / Principal Concept Engineer responsible for concept study and preliminary design for a ½ mile bike trail / pedestrian walkway that included multi-use trail approaches to a 250' signature bridge over Lake Ivanhoe. This project was considered a “missing link” of the urban trail network, which broadened trail connectivity from downtown Orlando to College Park. He led numerous stakeholder review meetings with City of Orlando, Orange County, FDOT and interested homeowners. He used Crime Prevention Through Environmental Design (CPTED) principles during the conceptual design phase.

I-75 Widening over Peace River (Design-Build Project) – FDOT District 1

While at Jacobs Engineering (1999 – 2004), Project Engineer responsible for developing roadway design analysis and temporary traffic control plans for the widening of I-75 in Lee County, FL. This 3.0-mile project included roadway and bridge widening of I-75 from south of the SR-17 interchange to north of the Harborview Road interchange.

SR 826 (Palmetto Expressway – Section One) Widening, Reconstruction Project – FDOT District 6

While at HNTB (1991 to 1999), he served as Sr. Transportation Engineer / Engineer of Record responsible for a 3.0-mile segment of SR 826 from US 1 ramps to north of Sunset Drive, which was a four-lane divided rural expressway with a depressed median and flanking roadway drainage ditches. The proposed section added two lanes in the existing depressed median, continuous concrete median wall, resurfacing of the existing roadway, and additional water retention areas. The project included the complete reconstruction of the N. Kendall Dr. interchange including all diamond ramps, loop ramps, and a flyover bridge ramp. N. Kendall Dr. was widened from a four-lane urban roadway to a six-lane divided urban section with underground stormwater system, bike lanes, sidewalks, and raised median.

NW 12th Ave., PD&E Study (Bascule Bridge Replacement) – FDOT District 6

Project Engineer developing roadway alternatives, concept plans bridge replacement of a bascule bridge in Dade County, FL.

Alton Road Flyover PD&E Study – FDOT District 6

Project Engineer developing roadway alternatives, concept plans and report development in Dade County, FL.

NW 32nd Avenue / NW 21st Street PD&E Study (New Bridge Study) – FDOT District 6

Project Engineer developing roadway alternatives, concept plans, and report development in Dade County, FL.

Availability: 50%

Total Years of Experience: 38

Education:

- AS, Civil Engineering, Madison Area Technical College, 1982

Licenses, Certifications, and Training:

- Professional Engineer No. 45203, Florida, 1990
- FDOT Advanced Work Zone Traffic Control Training, 2015
- FDOT Specifications Training for Consultants, 2010
- FDOT Automated Fee Proposal (AFP) & Consultant Invoice Transmittal System (CITS), 2003
- FDOT Long Range Estimating (LRE) and TRNS-PORT, 2007
- FICE/FES Engineering Excellence Grand Project Awards, 2006

Background

Kim has 38 years of experience as an Engineering Task Leader on PD&E Studies and as an Engineer of Record on a variety of major projects in Florida. His design specialties include horizontal and vertical geometric design, interchange and intersection design, multi-use trails, pavement design, traffic control plans, signing & pavement marking plans, and utility adjustment design. He has over 28 years of experience utilizing and programming Intergraph CADD software, MicroStation, and Geopak.

Core Specialties: Roadway Analysis and Design, Scope of Services Development, Preliminary Engineering, Project Scheduling, Long Range Estimating, Permitting, Quality Control

Project Experience



Florida Turnpike Osceola County Widening (2015-Present) – Florida’s Turnpike Enterprise

Senior Transportation Engineer in support of Moffatt & Nichol for the Turnpike widening project from Neptune Road to Osceola Parkway. The METRO team is responsible for roadway reconstruction and drainage design for five cross-streets: Neptune Road, Partin Settlement Road, Simpson Road, Fortune Road, and Osceola Parkway. METRO is also responsible for the landscape architecture and public involvement (including a Public Hearing) for the entire eight (8) miles of the Turnpike mainline.



Lake Louisa Rd. Safety Design (2018-2020) – Lake County Public Works

Senior Transportation Engineer for the LAP-funded safety improvements project for Lake Louisa Road from just north of Gleason Way to just south of Hammock Ridge Road in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved), milling & resurfacing, and signing & pavement markings.



Lakeshore Dr. Safety Design (2018-2020) – Lake County Public Works

Engineer of Record for the LAP-funded safety improvements project for Lakeshore Drive from Crescent Pines Boulevard to Harder Road/Lake Susan Court in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved) at two curves, milling & resurfacing, cross-slope corrections, signing & pavement markings, drainage improvements, and lighting.



SR 811 from SR 838 (Sunrise Blvd) NE 26th Street (2016-2018) – FDOT District 4

Senior Transportation Engineer for the feasibility study and final design for transforming a 1.9-mile, five-lane undivided roadway into a three-lane undivided multi-modal corridor. This project included the reconstruction design of roadway and drainage, 7-ft buffered bike lanes and widened sidewalks, on-street parking, and landscape opportunity areas. It has been called the “Poster Complete Street” project in District 4. The project also included extensive public involvement and outreach to reach an approved design concept.



I-75 from SR 500/US 27 Interchange to Alachua County Line (2014-2015) – FDOT District 5

Sr. Transportation Project Engineer for RRR of 20 miles of resurfacing of interstate highway, including the reconstruction of 4 exit ramps at the SR 324 and CR 318 interchanges. Over 10 miles of the I-75 mainline cross slopes and guardrail attachments were brought up to current FDOT standards. To enhance emergency responsiveness on the corridor, the team coordinated with Marion County for the construction of a proposed emergency turn around. This project was accelerated from an 18-month schedule to completion in 12 months.

 I-295/Blanding Boulevard Interchange – FDOT District 2

Engineer of Record for the I-295 – Blanding Boulevard Interchange safety operational improvement project. The objective of the project was to implement design improvements to remove traffic congestion. This project was honored with the 2007 FICE/FES Engineering Excellence Grand Project award.

 I-4 Reconstruction – Section No. 5 – FDOT District 7

Engineer of Record on a three-mile segment of I-4 in Plant City, also known as Section No. 5. The project consisted of the reconstruction of I-4 to a six-lane interstate facility.

 SR 507 (Babcock Street) from Melbourne Avenue to Fee Avenue – FDOT District 5

Project Manager on the widening and reconstruction of SR 507 (Babcock Street), a heavily congested urban roadway in the Community Redeveloped District of Melbourne. The project required significant right-of-way acquisition along the entire eastern side of the corridor to accommodate the roadway and intersections expansion.

 I-95/St. Lucie West Blvd. Interchange Widening

Engineer performing the milling, resurfacing, and widening of one mile of existing two-lane rural highway to a six-lane urban highway over I-95 in St. Lucie County. The project also entails the reconstruction of the existing I-95 interchange ramps.

 SR 207 Reconstruction – FDOT District 2

Engineer of Record for the design, reconstruction, and widening of three miles of SR 207 from two lanes to four lanes in the Town of Hastings. This roadway improvement involved an 800-foot bridge length replacement over Deep Creek and the redesign of the roadway drainage through the Town of Hastings.

 SR 30 (US 98) – FDOT District 3

Project Manager for the reconstruction of six miles of a major two-lane arterial to a four-lane divided roadway through Santa Rosa Beach township in Walton County. The project site is located in the coastal lowlands of Walton County where more than five acres of wetland environment. The reconstruction required drainage and wetland resource permitting with the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.

 SR 5/US 1 PD&E Study and Final Design

Deputy project manager on this PD&E study for the widening of a 6.25-mile segment of SR 5/US 1 in St. Lucie County from Guclio Street to Kings Highway. Included the reconstruction of the existing five-lane rural section to a six-lane divided curb and gutter section.

 SR 50/Bumby Avenue

Project manager for improvements at the intersection of Colonial Drive and Bumby Avenue in Orlando. The objective of the project was to design and construct dual left-turn lanes on SR 50, while minimizing right-of-way and existing utility impacts.

 SR 482 (Sand Lake Road) PD&E Study from I-4 to Presidents Drive – FDOT District 5

Quality Assurance Manager for this PD&E study for 3.3 miles of SR 482 in Orange County. Identified improvements to allow for a six-lane roadway with appropriate intersection improvements, while minimizing cost and right-of-way impacts.

 US 301 PD&E Study (under FDOT District 5 direction)

Project engineer for determining the project need and developing/analyzing roadway typical sections and conceptual plans. Extensive coordination was performed with the local municipalities to amend their comprehensive plans to be compatible with the proposed improvements.

 SR 20 Action Plan

Project Engineer for this corridor study for SR 20, from CR 275 to the Apalachicola River bridge. The team's proactive involvement with the local citizens helped build consensus for two preferred alternatives: a northern one-way pair concept and widening of the existing downtown alignment.

Availability: 80%

Total Years of Experience: 5

Education:

- ME Civil Engineering, University of Florida, 2020
- BS Environmental Engineering, University of Central Florida, 2017

Licenses, Certifications, and Training:

- Professional Engineer No. 93471, Florida, 2022

Core Specialties: Roadway Design, Drainage Analysis & Design, Public Involvement

Background

Ms. Galbraith's career began in 2017 as an intern working for Orange County Utilities. Upon the conclusion of her internship, she chose to be part of METRO where she serves the firm in a variety of capacities. Her primary interests have been in roadway, drainage analysis, and public involvement activities. Serving the firm as an Environmental and Transportation Engineer, she assists our leadership with Public Involvement, Preliminary Engineering and PD&E Studies, and Highway Engineering with emphasis on stormwater analysis and the preparation of drainage structures.

Project Experience

 Continuing Contract for Engineering Services (2021-Present) – City of Kissimmee

Transportation and Drainage Engineer for the engineering design services on various transportation-related projects throughout the City of Kissimmee. This five-year continuing services contract includes roadway, drainage, traffic, multimodal, other civil engineering projects throughout the City on a Task Work Order (TWO) basis. Anna is responsible for the engineering analysis and design related to roadway, transportation, and drainage on all TWOs, agency coordination, and plans production.

 Landscape Design Contract – Districtwide (2020-Present) – FDOT District 1

Transportation Engineer for the landscape and transportation design services on various landscape design projects throughout FDOT District 1. This five-year continuing services contract includes landscape design projects for transportation facilities throughout the District on a Task Work Order (TWO) basis. Anna is responsible for temporary traffic control, miscellaneous transportation design services, coordination with FDOT related to ERC (review comments), and plans production.

 Florida's Turnpike Osceola County Widening (2015-Present) – Florida's Turnpike Enterprise

Transportation Engineer and Public Involvement Coordinator (2017 to Present) in support of Moffatt & Nichol for the Turnpike Osceola County Widening Project from Neptune Road to Osceola Parkway. The METRO team has assisted in the roadway reconstruction and drainage design for five cross-streets: Neptune Road, Partin Settlement Road, Simpson Road, Fortune Road, and Osceola Parkway. METRO is also primarily responsible for the landscape architecture and public involvement for the entire eight (8) miles of the Turnpike mainline. She is responsible for Tree Disposition, preparing and conducting public involvement tasks/activities, and plans production.

 Hooks Street Engineering & Design Services (2020-Present) – Lake County Public Works

Transportation Engineer for the extension of Hooks Street on new alignment from Hancock Road to Hartle Road in Clermont, FL. Phase I of the project is the preliminary engineering study which includes traffic and environmental analysis, drainage analysis, agency and developer coordination, and public involvement. Phase II of the project includes designing a 2-lane divided roadway with a roundabout, closed-system drainage design and stormwater ponds, signing and pavement markings, and signalization. For Phase I, she was responsible for the roadway conceptual design, preparing and conducting public involvement tasks/activities, and preparing the Alternative Corridor Evaluation Report (ACER) and Sociocultural Effects Evaluation (SCE) Report. For Phase II, she is responsible for the roadway and roundabout design, closed drainage system design, traffic signal design, and plans production.

 Toho-Valencia Trail II (2018-2020) – City of Kissimmee Public Works

Transportation Engineer for Phase II of the LAP-funded TOHO-Valencia Trail, from the Mill Slough bridge on US 192 to Valencia College on Denn John Lane. The scope included designing a 10-ft shared use path, drainage analysis and design, utility coordination, and environmental permits with SFWMD and USACE. She was responsible for the trail design, drainage analysis and design, utility coordination, obtaining an Environmental Resource Permit from SFWMD, and plans production.

Anna Galbraith, PE

Project Engineer (continued)

CR 455 Extension PD&E Study (2018-2020) – Lake County Public Works

Transportation Engineer/Public Involvement Support for the preliminary engineering and environmental analysis services for the extension of CR 455 on new alignment from Hartwood Marsh Road to Schofield Road, approximately 4.7 miles. The scope included studying the CR 455 extension on new alignment as an urban, 4-lane, divided roadway that will eventually connect to CFX's proposed Lake-Orange County Connector. The Study Area included a sand mine, rural properties, planned developments, wetlands, 100-year floodplain, and Water Conserv II rapid infiltration basins (RIBs). The Study also included extensive public involvement, environmental analysis, and agency coordination between developers, a sand mine, Water Conserv II, and CFX Authority. She was responsible for the conceptual design, Preliminary Engineering Report, Location Hydraulics Report, and public involvement activities and materials (i.e., presentations, maps and exhibits, comment responses, etc.).

Lake Louisa Road Safety Design (2018-2020) – Lake County Public Works

Transportation Engineer for the LAP-funded safety improvements project for Lake Louisa Road from just north of Gleason Way to just south of Hammock Ridge Road in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved), milling & resurfacing, and signing & pavement markings. She was responsible for the roadway design, utility coordination, obtaining a permit exemption from SJRWMD, determining floodplain compensation, and plans production.

Lakeshore Drive Safety Design (2018-2020) – Lake County Public Works

Transportation Engineer for the LAP-funded safety improvements project for Lakeshore Drive from Crescent Pines Boulevard to Harder Road/Lake Susan Court in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved) at two curves, milling & resurfacing, cross-slope corrections, signing & pavement markings, drainage improvements, and lighting. She was responsible for utility coordination, obtaining a permit exemption from SJRWMD, and plans reviews.

Traffic Signal at Citrus Tower Boulevard and Mohawk Road (2018-2019) – Lake County Public Works

Transportation Engineer for the LAP-funded safety improvements project at the intersection of Citrus Tower Boulevard and Mohawk Road in Clermont, FL. The scope included box-span traffic signal design, ADA ramp improvements, signing and pavement markings, and fiber optic cable interconnect. This project also included right-of-way acquisition and coordination with an ongoing private development project at an adjacent property. She was responsible for the traffic signal design, ADA ramp improvements, fiber optic cable interconnect, utility coordination, signing and pavement markings design, and plans production.

US 27/Education Way Intersection Improvements (2017-2018) – Hanover Land Company, LLC

Project Engineer (2018) for the intersection improvements at Education Way and US 27 in Lake County, FL. METRO was hired by a private land developer to assist with intersection improvements such as turn lane modifications, US 27 median modifications, new crossroad for Education Way, Main Street intersection improvements, traffic signals and pedestrian signals at this intersection. The proposed solution included a box-span traffic signal configuration, ADA ramp improvements, signing and pavement markings, and signal interconnection. Anna was responsible for plans reviews and assisted with post design services.

SR 811 from SR 838 (Sunrise Blvd) NE 26th Street (2016-2018) – FDOT District 4

Transportation & Drainage Engineer (2017 to 2018) for the feasibility study and final design of SR 811 from SR 838 to NE 26th Street. The project included transforming a 1.9-mile, five-lane undivided roadway into a three-lane undivided multi-modal corridor. This project included the reconstruction design of roadway and drainage, 7-ft buffered bike lanes, widened sidewalks, on-street parking, and landscape opportunity areas. The project also included extensive public involvement and agency outreach to reach an approved design concept. She assisted with drainage analysis and design (closed-drainage system that included trench drains) and plans production.

Allison Gordon, EI

Transportation Engineer



Total Years of Experience: 3

Education:

- BS Civil Engineering, Florida State University, 2019

Licenses, Certifications, and Training:

- Engineering Intern/Florida #1100023995

Core Specialties: Roadway and Drainage Analysis and Design

Background

Ms. Gordon began as a transportation engineer in July 2019 after receiving her Bachelor of Science degree in Civil Engineering at Florida State University. She has assisted the engineer of record in the preparation of roadway plans and drainage plans for FDOT projects.

As a roadway designer, Ms. Gordon has been involved in the design and analysis of roadway plans and drainage plans, pavement marking plans, summary of quantities, and preparation of roadway plans.

Project Experience

 **SR 401, Brevard County, FL, FDOT District Five.** Roadway Engineer. The project involves the reconstruction of the SR 401 bridge crossing Port Canaveral which requires a new alignment to alter the design of the bridge. The project also included the design of a new interchange with SR 528. Responsibilities include assisting in the roadway design, assisting with quantities, and plans production.

 **I-95, St Johns County, FL, FDOT District Two.** Roadway Engineer. The project involves widening I-95 for approximately 9 miles to add two express lanes in each direction to the existing 6/7 lane controlled access facility. The project also included the design of a new interchange with the First Coast Expressway (two level) which required reconstructing I-95 on a new alignment to avoid environmental and right of way impacts to 12-Mile Swamp. Responsibilities include assisting in the roadway design, plans production, and erosion control.

 **SR-10, Santa Rosa County, FL, FDOT District Three.** Roadway Engineer. This project involves the reconstruction of a two-lane, urban/rural roadway to a four-lane, urban/suburban roadway between CR 89 and SR 87 on a combination of new alignment and existing alignment. The Historic S.R. 1 brick trail is along the North side of the roadway to serve as a shared use path for pedestrian and bicyclists. Responsibilities include assisting in the roadway design, plans production, erosion control, and drainage design calculations.

 **SR 26 (Newberry Rd), Alachua County, FL, FDOT District Two.** Roadway Engineer. The project involves the resurfacing, restoration, and rehabilitation of a six-lane, urban roadway, including five signalized intersection upgrades, ADA survey and report, sidewalk replacement, driveway replacements and pedestrian traffic control plans. Responsibilities include assisting with sidewalk and driveway replacement, assisting with quantities, and assisting with plans preparation.

 **SR 30A, Bay County, FL, FDOT District Three.** Roadway Engineer. This project consists of the reconstruction of an existing four-lane to a six-lane suburban roadway by constructing a raised median with curb and gutter, buffered bike lanes and sidewalks on both sides of the roadway. The project also includes milling and resurfacing, cross slope correction (super-elevated curves), pavement design, access management improvements, three signalized intersection upgrades, ITS infrastructure enhancements, sidewalk construction and an ADA survey report with numerous improvements to existing pedestrian features. Responsibilities include assisting in the roadway design, plans production, and signing and pavement marking design.

Availability: 80%

Total Years of Experience: 28

Education:

- BS Wildlife Ecology, Zoology Minor, University of Florida, 1992

Licenses, Certifications, and Training:

- Certified Environmental Professional
- Certified Wildlife Biologist
- Florida Master Naturalist, Professional Wetland Scientist

Core Specialties: Water Quality, Watershed Planning, Green Building and Alternative Energy, GIS/GPS, PD&E Permitting, Noise & Air Studies

Project Experience

Toho-Valencia Trail II (2018-Present) – City of Kissimmee Public Works

Senior Environmental Scientist for Phase II of the LAP-funded TOHO-Valencia Trail, from the Mill Slough bridge on US 192 to Valencia College on Denn John Lane. The scope includes designing a 10-ft shared use path, drainage analysis and design, utility coordination, and environmental permits with SFWMD and USACE. The project includes significant agency coordination with the City of Kissimmee, FDOT, Osceola County, Valencia College, City of Kissimmee CRA, and two adjacent private development projects.

CR 455 Extension PD&E Study (2018-Present) – Lake County Public Works

Managed interagency coordination and conducted environmental evaluations for the extension of County Road 455 in Lake County from Hartwood Marsh Road to Schofield Road. Author Wetland Evaluation Report, Endangered Species Biological Assessment, Noise Study Report, Contamination Screening Evaluation Report, and Cultural Resource Assessment Report. Disseminate report information and interact with affected stakeholders at public meetings.

Lake Louisa Rd. Safety Design (2018-2020) – Lake County Public Works

Senior Environmental Scientist for the LAP-funded safety improvements project for Lake Louisa Road from just north of Gleason Way to just south of Hammock Ridge Road in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved), milling & resurfacing, and signing & pavement markings.

Lakeshore Dr. Safety Design (2018-2020) – Lake County Public Works

Senior Environmental Scientist for the LAP-funded safety improvements project for Lakeshore Drive from Crescent Pines Boulevard to Harder Road/Lake Susan Court in Clermont, FL. The scope included widening the two-lane road for 8-ft shoulders (5-ft paved, 3-ft unpaved) at two curves, milling & resurfacing, cross-slope corrections, signing & pavement markings, drainage improvements, and lighting.

Traffic Signal at Citrus Tower Blvd. and Mohawk Rd. (2018-2019) – Lake County Public Works

Senior Environmental Scientist for the LAP-funded safety improvement project at the intersection of Citrus Tower Blvd. and Mohawk Rd. in Clermont, FL. The scope included box-span traffic signal design, ADA ramp improvements, signing and pavement markings, and fiber optic cable interconnect. This project also included right-of-way acquisition and coordination with an ongoing private development project at an adjacent property.

I-75 from SR 500/US 27 Interchange to Alachua County Line (2014-2015) – FDOT District 5

Environmental Scientist responsible for conducting jurisdictional wetland delineation for RRR of 20 miles of resurfacing of interstate highway, including the reconstruction of 4 exit ramps at the SR 324 and CR 318 interchanges.

Background

Mr. Eggers is a published scientist with over 28 years' experience as a Project Manager, Senior Environmental Scientist, Water Quality Expert, Watershed Planner, Green Building and Alternative Energy Consultant, GIS/GPS Specialist, IT Manager and Web Site Designer. He conducted a wide variety of environmental permitting, mapping, planning and field studies for private and public clients. Mr. Eggers managed environmental tasks on several FDOT Districtwide, PD&E, permitting, noise and air studies, environmental site assessments and eminent domain.

 Titusville to Edgewater (T2E) Trail PD&E Study (2012-2014) – FDOT District 5

Managed and conducted PD&E studies for new, 33-mile long recreational, multi-use Titusville to Edgewater Trail through Merritt Island National Wildlife Refuge and NASA's Cape Canaveral. Prepared GIS maps and Quality Assurance reviews for T2E Trail's Wetlands and Wildlife Tech Memo.

 Field Studies and Regulatory Agency Coordination

Conducted to determine potential impacts to Essential Fish Habitat (Ch. 11), Wetlands (Ch. 18), Aquatic Preserves (Ch. 19), Water Quality (Ch. 20), Contamination Impacts (Ch. 22), Wild and Scenic Rivers (Ch. 23) and Wildlife and Habitat Impacts (Ch. 27). Techniques employed included Phase 1 Environmental Site Assessments, jurisdictional wetland determinations, systematic surveys for protected aquatic and terrestrial wildlife, GPS and GIS mapping, and coordination with state and federal regulatory agencies to identify potential avoidance mechanisms and mitigation for identified impacts.

 Field studies and computer modeling to determine potential Air Quality

(Ch. 16) impacts using CAL3QHC and MOBILE software, and Noise (Ch. 17) impacts using FHWA's TNM software, and designs to ameliorate them.

 SR 417 Southern Extension Corridor Study

Environmental Project Manager for the Central Florida Expressway Authority to identify new corridor for the southern extension of SR 417 from Narcoossee Road south and west to I-4. This was broken up into three separate parts that eventually became the Northwest Connector Expressway, Southport Expressway Connector and Poinciana Parkway Connector. Extensive public coordination that included a charette was conducted.

 St. Lucie County Rural Land Stewardship Program

Developed ordinances and comprehensive plan amendments for the County's new RLSA program.

 Districtwide PD&E, Environmental Permitting, Mitigation Banking, Minor Design – FDOT District 5

Managed environmental tasks for several Districtwide contracts for FDOT District 5. Examples of these can be found below.

 CrossFlorida Greenway Land Bridge, Seminole Wekiva Trail, Dirksen Drive Trail – FDOT District 5

Managed corridor alignment, design, and state and federal environmental permitting for several multi-use trails.

 US 27 PD&E from US 192 to Florida Turnpike – FDOT District 5

Environmental project manager for this 27-mile PD&E study. Prepared Wetland Evaluation Report, Endangered Species Biological Assessment, Contamination Screening Evaluation Reports.

 SR 429 from I-4 to US 441 Environmental Impact Study – FDOT District 5

Conducted field surveys, prepared EIS reports and alignment recommendations for what became the Daniel Webster Western Expressway.

Total Years of Experience: 35+

Education:

- Bachelor of Landscape Architecture, Ohio State University, 1981

Licenses, Certifications, and Training:

- Florida Landscape Architecture Registration #0000932 – 1988; CLARB Registration # 1537 – 1992; AL Reg. # 482 – 1999; NC Reg. # 113 – 2000; SC Reg. #1269 – 2009

Core Specialties:

- Expert Witness State of Florida - 1988

Background

Mr. Buchanan has over 35 years of design, construction documents, project and personnel management. Providing professional landscape architecture services for Developers, Design Consultants and Municipalities throughout the Southeast including; Complete Schematic Design Development planning, Construction Documents and Construction Administration services for Sustainable Hardscape, Landscape, Irrigation and Lighting Design.

Project Experience

Orange Blossom Village Design (2020-Present) – Indian River County

Project Landscape Architect charged with site redevelopment of landscape, irrigation and raised garden. Designed handicapped accessible butterfly garden serving as a passive recreation feature for senior housing.

The Landings at Mount Olive (2019) – Polk City, Florida

Landscape Architect in charge of landscape, irrigation, passive linear park (private) with 1.5 mile cycling, walking trails and exercise stations for 220 affordable houses. The project encompasses 105 acres and 379 single family homes along I-4.

Destiny Springs Wymore Road Improvements (2018) – Seminole County

Lead Landscape Architect for the Seminole County Roadway (Wymore Road) widening project in Altamonte Springs, Florida. The design program called for tree removal / relocation. Land buffer treatments along the ROW at Destiny Springs Condominium for Barfield Group.

Good Samaritan Society Village (2017) – Kissimmee, Florida

Principal Landscape Architect overseeing implementation plans for landscape, irrigation and butterfly garden originally developed by lead designers NFC Landscape Architects. This senior living rehabilitation and long-term care is a faith based nationwide senior care service foundation.

Bentley Green Amphitheater (2016) – Viera, Florida

Principal Landscape Architect for design of a single family home community. Amphitheater with surrounding hardscape and access walks, landscape and irrigation plans.

Fort Stewart (Army)Elementary School (2012) – Department of Defense - Huntsville, Georgia

Principal Landscape Architect for design and implementation documents for this 16 acre elementary school. Hardscape (playground equipment), landscape design (BMP Bio-Retention Swales) and low volume irrigation / xeriscope watering techniques.

Awards and Recognition

 GRAND AURORA AWARD: Martinique on-the-Gulf Sales Center (2000)

 AURORA AWARD: Martinique- Best in State of Alabama (2000)

 AURORA AWARD: Martinique- Residential Development (2000)

 AURORA AWARD: Carlton Dunes-Residential High-rise, Amelia Island Florida (2001)

 LARE EXAMINER: Phoenix, AZ 1995; Tucson, AZ 1996; Raleigh, NC (2000)

 JUDGE: MAME/HBA, Raleigh, NC: Best Landscape Design & Best Planned Community (2000)

 SPEAKER: FCASLA Conference July 2011 – Permeable Pavements

Availability: 80%

Total Years of Experience:

3 years Public Involvement Experience
20 years Administrative Experience

Background: Heather assists in a variety of areas with METRO as our Public Involvement Specialist and Marketing Coordinator. She works directly with the Project Manager to support our team with Public Involvement as well as preparing PowerPoint presentations for Public Meetings. She also serves as Quality Reviewer for engineering and environmental reports.

Education: Valencia Community College

Project Experience

Florida's Turnpike Osceola County Widening (2015-Present) – Florida's Turnpike Enterprise

The METRO team has assisted in the roadway reconstruction and drainage design for five cross-streets: Neptune Road, Partin Settlement Road, Simpson Road, Fortune Road, and Osceola Parkway. METRO is also primarily responsible for the landscape architecture and public involvement (including a Public Hearing) for the entire eight (8) miles of the Turnpike mainline. She is responsible for preparing public involvement activities and materials (i.e., advertisements, notices to the public, meeting presentations, maps and exhibits, comment responses, etc.) as well as the Community Awareness Plan (CAP) and Hybrid Meeting Approaches for both the Public Meeting and Public Hearing.

Hooks Street Engineering & Design Services (2020-Present) – Lake County Public Works

Phase I of the project is the preliminary engineering study which includes traffic analysis, environmental analysis, drainage analysis, agency coordination, coordination with developers in the study area, and public involvement which includes a Public Hearing. She is responsible for preparing public involvement activities as well as the PowerPoint Presentation for Public Meetings.

CR 455 Extension PD&E Study (2018-2020) – Lake County Public Works

Public Involvement Support for the preliminary engineering and environmental analysis services for the extension of CR 455 on new alignment from Hartwood Marsh Road to Schofield Road, approximately 4.7 miles. She was responsible for assisting with preparing public involvement activities and materials (i.e., presentations, maps and exhibits, comment responses, etc.).



Education

- Ph.D. Geotechnical Engineering, University of Texas, 1991
- M.S. - Structural Engineering, University of Illinois, 1980
- B.S. -Civil Engineering, Polytechnic Institute of Tehran, 1977

Years of Experience: 33

Registration

- Professional Engineer, State of Florida No. 75673
- Professional Engineer, State of Pennsylvania No. 044838E
- Professional Engineer, State of California No. C89144

Availability: 40%

Professional Experience

Dr. Sedighi has over 33 years' experience in geotechnical engineering and structural analysis and design of conventional and specialty retaining walls associated with landslide stabilization, flood protection, and excavation support. He has functioned as designer, project engineer and project manager on numerous projects involving geotechnical investigations for bridges and roadways; landslide slope stabilization; flood protection; excavation support; and retaining wall final designs for the Central Florida Expressway, Florida DOT (FDOT), Pennsylvania DOT (PennDOT), Pennsylvania Turnpike Commission, Georgia DOT and several other government and private organizations.

Sample Projects

- **CFX SR408 Widening from Good Homes Rd to Hiawassee Rd, Orange County, FL (2 miles).** This project entails the widening of an approximately two-mile long section of SR408, along with milling and resurfacing on the west side of Orlando. Dr. Sedighi serves as Chief engineer on AWK's portion of the project, which involves all geotechnical engineering services related to the roadway, drainage, sound walls and miscellaneous structures.
- **SR 417 Widening from International Drive to John Young Parkway (JYP), Orange County, Florida.** The CFX mainline widening project consists of an approximately 4-mile roadway widening, multiple bridge replacements (AWK oversees the JYP Bridge), noise walls, high-embankment fills, and mast-arm structures (ITS, Overhead Cantilever sign, etc.). Dr. Sedighi served as the Chief Geotechnical Engineer/EOR in charge of bridge and miscellaneous structures portion of the project (drilling, laboratory testing, and geotechnical engineering design of the shaft and bridge foundations).
- **Colonial Parkway, SR 50 Corridor improvements from Woodbury Road to SR 520 PD&E study, Orange County, Florida.** The project consisted of a study to evaluate potential capacity and operational improvements along SR 50 corridor. The PD&E Study includes alternatives to address existing and future transportation needs for SR 50 and introduce general toll lanes. AWK performed preliminary bridge borings for 3 potential bridge locations (SR 50 Over Chuluota Rd, CR 13, and SR 520). This includes all drilling, testing, and recommendations for bridge foundation designs. Dr. Sedighi served as the Chief Geotechnical engineer/Engineer of Record (EOR) for this study managing all aspects of the geotechnical engineering design from drilling, laboratory testing, and foundation analysis of the 3 bridge site locations.

- **SR 528 Widening from East of SR 524 (Industry Rd.) to East of SR 3, FDOT District 5, Brevard County.** Dr. Sedighi completed the Report of Geotechnical Engineering Investigation, which entailed a roadway Soil Survey for 387 auger borings, and 71 pond borings for 13 ponds, which required 26 permeability calculations for both, Constant and Falling Head. Along the 13-mile, 4 to 6 lanes widening along SR 528, Dr. Sedighi provided geotechnical design and configurations for all on-ramps and off-ramps widening (in the interchanges) and numerous stormwater treatment facilities.
- **Roadway and Bridge Construction for MP 242 to MP 245, York County, PA**
Construction of this project included widening of the PA Turnpike Eastbound and Westbound Mainline (S.R. 0076) and associated ramps and subsidiary roads for approximately 3.57 miles in length. This project also included design and construction of 3,500-foot long sound barrier wall, four retaining walls for a total of 3,600 feet in length with and without tieback anchors, three bridge replacements, three culvert replacements and extensions, and five overhead sign structures. Dr. Sedighi is responsible for the administration of drilling and testing programs, preparation of one Geotechnical Engineering Report (GER) and eleven Structure Foundation Reports. Geotechnical analyses performed included slope stability calculations for embankment fills and retaining walls using GSTABLE, settlement and bearing capacity analyses for shallow and deep foundations, settlement-induced downdrag analysis of drilled shafts and driven pile foundations, review of sign structure calculations and drilled caisson L-pile analyses provided by the prime, CDM Smith. GER also included preparation of Soil Profile Plans, Geotechnical Treatment Plan and geotechnical-related special provisions and details.
- **S.R. 76 (Pennsylvania Turnpike) Milepost 1.85 to Milepost 9.29, Philadelphia County, PA.**
Dr. Sedighi performed various geotechnical engineering analyses for the replacement of mainline bridge structures WB-101, WB-102 and WB-110; the extension of reinforced box culverts WB-104, WB-106, WB-108, WB-111, WB-114 and WB-201; removal and replacement of overhead bridges WB-103 and WB-200; the installation of a 1,700-foot sound barrier wall; the installation of a 300-foot T-wall retaining wall; and the mainline stability for cuts and fills due to widening at various locations.



Eric Cain, PSM
Project Surveyor

Contract Role:
Project Surveyor

Years' Experience:
16

Education
BS / Geomatics / 2016
University of Florida

AA / General Studies / 2004
Seminole State College

Professional Registrations
Florida Professional Surveyor & Mapper –
LS 7131

Professional Affiliations
- Florida Surveying & Mapping Society
- National Society of Professional
Surveyors
- Florida Global Navigation Satellite
Systems Users Group

Summary of Experience

Mr. Cain is a Florida licensed Surveyor and Mapper with over 16 years of survey, mapping and subsurface utility engineering (SUE) experience. He is responsible for the oversight of the field and office tasks associated with boundary, topographic, wetland jurisdictional, ALTA, specific purpose surveys, and legal descriptions/sketches.

Significant Projects:

SR 500 (US 441 / N. Orange Blossom Trail) at Rosamond Drive (441395-1), Orange County, FDOT District 5: Mr. Cain worked on this project processing SUE and survey information and performing review of field data. The project scope consisted of improving traffic operations and installing pedestrian facilities.
Econlockhatchee Trail from Lake Underhill to SR 50 in Orange County, FL: A trail project where Mr. Cain served as the project surveyor providing survey services that supported the subsurface utility engineering efforts of the location of existing underground utilities and conventional survey services.

Old Cheney and Tanner Road Drainage Improvements, Orange County: Mr. Cain is currently serving as Project Surveyor on this project where ECHO is tasked to provide design survey and SUE services for drainage improvements to alleviate flooding issues.

Flagler County Graham Swamp Trail, Flagler County, FL: Mr. Cain acted as the Surveyor of record for the topographical survey and subsurface utility engineering effort for this project.

SR 500 (US 441 / N. Orange Blossom Trail) at Rosamond Drive (441395-1), Orange County, FDOT District 5: Mr. Cain worked on this project processing SUE and survey information and performing review of field data. The project scope consisted of improving traffic operations and installing pedestrian facilities.

Road Improvements N. Palmetto St., Greenleaf Lane N. Lake St., Lake Mary, Seminole County, FL: This project consisted of a topographical survey and SUE services for the design of certain road improvements along N. Palmetto St., Greenleaf Lane and N. Lake St. in Lake Mary, FL. During this project, Mr. Cain was the project surveyor where he oversaw surveying, and utility coordination (UC) services.

Paradise Heights Drainage Improvements, Orange County, FL: Mr. Cain was the Surveyor of Record on this project, providing subsurface utility engineering (utility designating, locating) and surveying.

Nolan Rd. Culvert Replacement, Seminole County: Mr. Cain acted as the Surveyor of record for the topographical survey and subsurface utility engineering effort for this project, consisting of replacing an existing culvert and providing associated road improvements. The project was funded under FEMA's Hazard Mitigation Program.

SR 3 Resurfacing from SR 528 to KSC Gate (441013-1), Brevard County, FDOT District 5: Mr. Cain has worked on this project processing SUE and survey information and performing review of field data. The project scope consisted of rehabilitation of the pavement and necessary roadside improvements. Project currently ongoing.

City of Melbourne Water Valve Installation - Melbourne, FL: Mr. Cain served in a project surveyor role for this project which consisted of design service for the installation of four (4) water valves on an existing 24" Water Main operated by the City of Melbourne. ECHO provided topographic survey and subsurface utility engineering services within the areas where the valves were designed and constructed.

Orlando Health Electrical Underground Feed on Kuhl Ave. and Sturtevant Street, Orlando, FL: In this role, Mr. Cain was the Project Surveyor where ECHO performed a topographical survey of the project limits to include existing improvements, such as road surface, signs, pavement markings, edge of pavements, road center line, in addition to trees, signs and other improvements on the ROW portion of the project limits. Additionally, using a combination of field investigative techniques and technology, including surface geophysical instruments and vacuum excavation ECHO performed a utility investigation to confirm the presence and location of utilities within the project limits. At possible conflict locations identified by GAI, ECHO exposed the underground utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. Survey shots to depict the road surface had maximum spacing of 25 feet with more dense shots in and around the road crossing between Kuhl Ave. and Sturtevant St.

SR 400 from CR 4009 to E of Forest Lake Blvd, Volusia County, FDOT District 5: Mr. Cain acted as the Surveyor of record for the topographical survey and subsurface utility engineering effort for this resurfacing project.

Victoria Hills – Duke Energy, Deland, Volusia County: Mr. Cain acted as the Surveyor of record for the topographical survey and subsurface utility engineering effort for this project on behalf of Duke Energy.

Miller Rd. Culvert Replacement, Seminole County: Mr. Cain acted as the Surveyor of record for the topographical survey and subsurface utility engineering effort for this project consisting of replacing an existing culvert and single lane private bridge. The project was funded under FEMA's Hazard Mitigation Program.

SR 3 Resurfacing from SR 528 to KSC Gate (441013-1), Brevard County, FDOT District 5: Mr. Cain has worked on this project processing SUE and survey information and performing review of field data. The project scope consisted of rehabilitation of the pavement and necessary roadside improvements. Project currently ongoing.

SR 19 Resurfacing from CR 452 to Golden Gem Drive (441135-1) Lake County, FDOT District 5: Mr. Cain has worked on this project processing SUE and survey information and performing review of field data. The project scope consisted of rehabilitation of the pavement and necessary roadside improvements. Project currently ongoing.

Water Main River Crossing Study, Pineda Causeway and N Wickham Rd. - Brevard County, FL: Mr. Cain served in a Project Surveyor role for this project which consisted of design service for the installation of a Water Main (WM) along Pineda Causeway and across N. Wickham Rd. in Melbourne. ECHO provided topographic survey and subsurface utility engineering services within the area in where the new WM was designed and constructed.

Melbourne Western Force Main Design from Croton Rd. to N. Apollo Blvd. - Brevard County, FL: Mr. Cain served in a Project Surveyor role for this project which consisted of design services for a new pressure pipeline which was installed from Croton Rd. to N. Apollo Blvd in Melbourne, and adjacent to an existing canal. ECHO's services for this project included providing topographic survey and subsurface utility engineering services within the area where the new pipeline was designed and constructed.

Platt Ranch Property Off Site Design, Melbourne. - Brevard County, FL: Mr. Cain served in a Project Surveyor role for this project which consisted of design services for a new pressure pipeline that was installed within an existing easement owned by the City of Melbourne. ECHO provided topographic survey and subsurface utility engineering services within the area in which the new pipeline was designed and constructed.

Duke Energy Florida Contract - Multiple Counties, FL: Mr. Cain served in a project surveyor role on multiple Duke Energy Florida projects, including topographic, as-built, boundary, construction staking, easement mapping, easement acquisition, etc.



Trisha L. Miller
Utility Coordinator

Years' Experience:
18

Professional Affiliations:

- Central Florida Utility Coordinating Group, Chair
- Florida Utilities Coordinating Committee
FDOT District 5 Liaison

Summary of Experience

Ms. Miller's responsibilities include facilitation of resolution of utility/design conflicts between utility owners with facilities located within the roadway project limits and the roadway designers and engineers. Some utility owners have prior rights, such as easements or fee simple property ownership, and are due compensation for any engineering effort or relocation work necessary for a project. Most utility facilities lie within rights-of-way through permits, which require they relocate upon any improvements to the roadway. A utility coordinator must hold meetings at certain milestones with all parties involved: utility owners, designers, project owner (department of transportation, municipality, etc.) and discuss the potential impacts to the existing utility facilities and constructability of the project. Coordination of, and dissemination of, the subsurface utility engineering information is vital in determination of conflicts with the proposed roadway design. A thorough knowledge of the latest statutes and regulations is also important in accomplishing these tasks.

Ms. Miller's career in utility coordination includes over 12 years of experience serving the Florida Department of Transportation's District Five, seven of which were spent within their utilities department. She has managed and certified over 100 projects, in addition to coordinating and managing value engineering contracts and 30 studies, as well as processing mapping coordination.

Ms. Miller continues to play a significant role in the District Five's annual utility liaison conference events. Her experience offers a strong knowledge foundation in the Florida Department of Transportation's utility coordination procedures and requirements for a variety of transportation projects. Ms. Miller is certified through the Florida Utilities Coordinating Committee for cost-estimating and billing, coordination, regulations and agreements, and construction management. Her expertise includes value engineering and studies coordination, and mapping coordination.

Significant Projects

I-4 @ CR 532 Interchange Improvements, Osceola County, FL, FDOT D5: Ms. Miller serves as the Senior Utility Coordinator.

SunRail Project – Phase 2, Orange and Osceola Counties, FL, FDOT D5: The project aimed at providing reliable mobility service during peak travel periods to relieve traffic congestion in Central Florida. The line runs on the existing tracks of CSX Transportation. The Federal Transit Administration (FTA) gave the green signal to the SunRail project in 2007 and Phase 2 began design in 2014. This Phase included five stations, addition of dual tracks and multiple at grade crossing improvements. Both Phases were awarded as Design-Build projects, T2 provided utility coordination (UC) and Subsurface Utility Engineering services during the design phase and utility coordination during the construction phase. Ms. Miller provided the UC services for this project throughout. The project was given the "Florida's Best in Construction Community Awareness" award 2019.

South Street Realignment from East of Rosalind Avenue to Orange Avenue, Orlando, FL, FDOT D5: Ms. Miller served as the Senior Utility Coordinator. This was a realignment project in the heart of Downtown Orlando. This project runs next to the new Dr. P. Phillips Performing Arts Center development and is a signature element for the Orlando community. This project involved extensive coordination between multiple utilities, District Five and the City of Orlando.

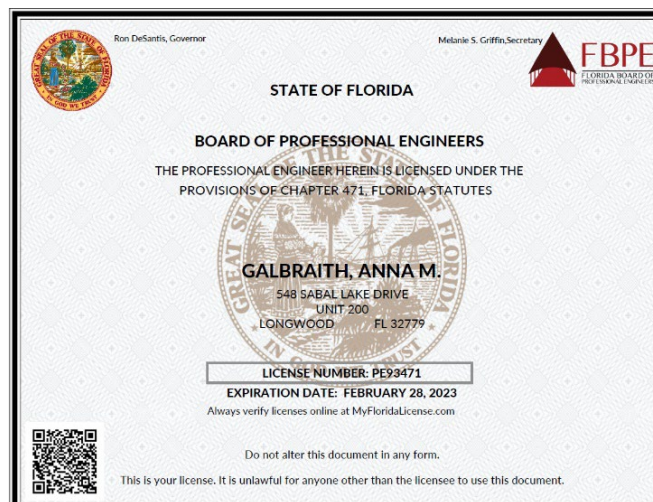
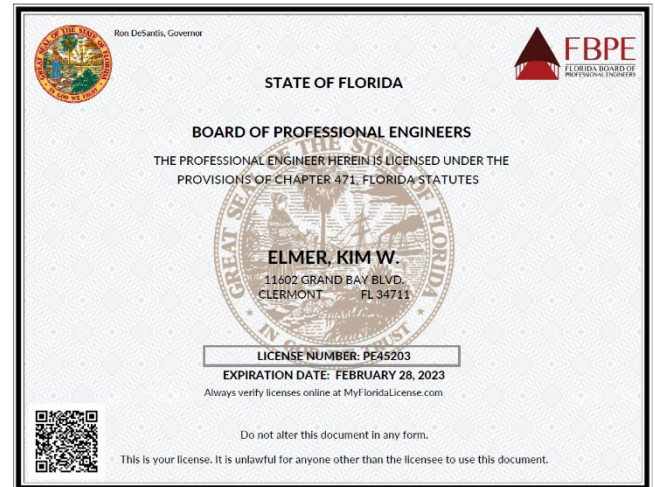
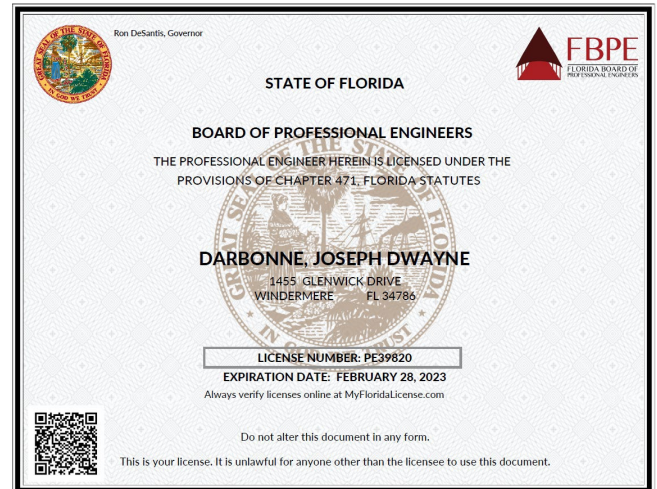
SR 50 from Good Homes Road to Pine Hills Road, Orlando, FL: A major roadway widening and reconstruction project that included three Utility Work by Highway Contractor Agreements. Ms. Miller served as the Senior Utility Coordinator.

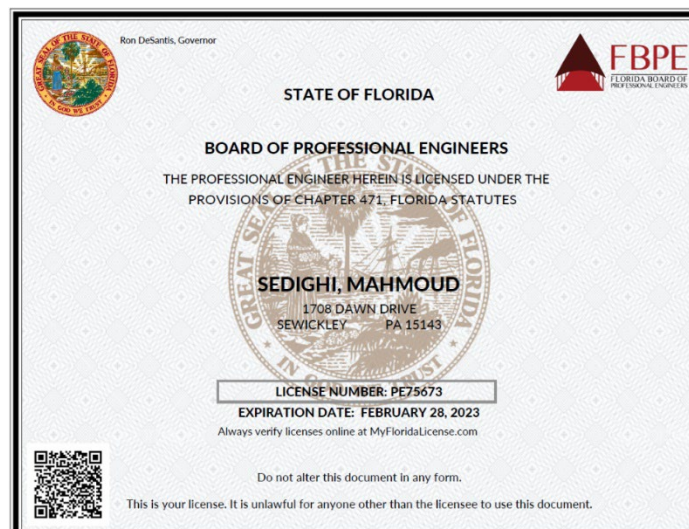
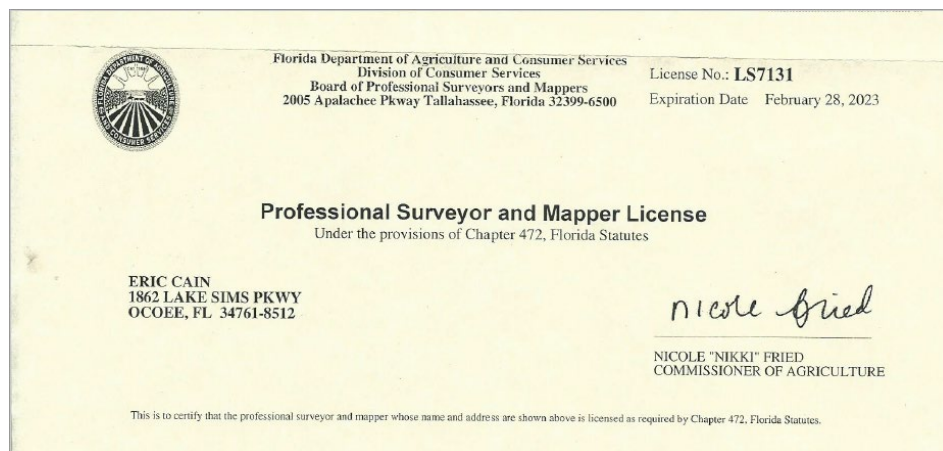
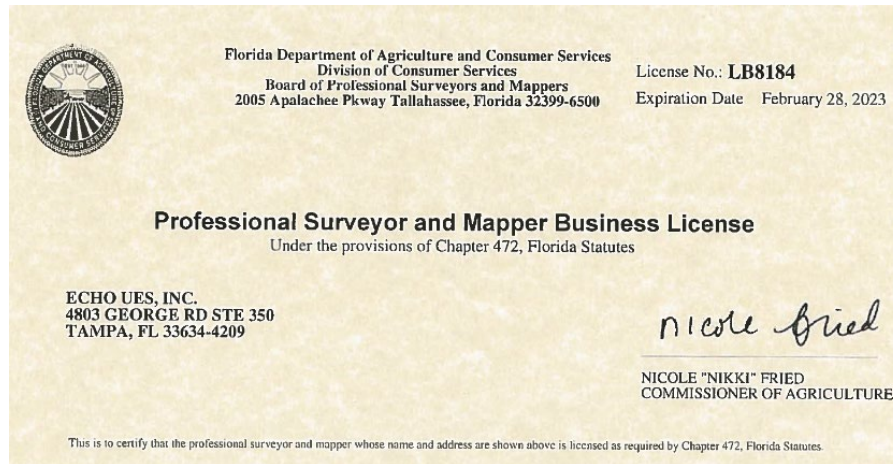
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TAB 5

Additional Information







IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 proposal 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 proposal, 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.

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


Vendor's Signature



May 16, 2022

Addendum No. 1

Project: Design Services for Hill Street Sidewalk for Community Development Block Grant (CDBG)

Bid No: RFP2022-006

TO ALL PROPOSERS:

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

Vendor Link

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

To ensure correct information formatting:

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

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

DemandStar:

To ensure correct information formatting:

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

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

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

A. ACKNOWLEDGMENT OF ADDENDA:

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

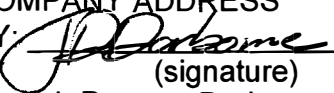
Brandon Durango
Procurement Manager

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

(Signature) 

COMPANY NAME METRO Consulting Group, LLC

COMPANY ADDRESS 341 North Maitland Ave., Suite 220, Maitland, FL 32751

BY:  DATE: May 31 2022

(signature)

Joseph Dwayne Darbonne EMAIL: dwane.darbonne@metrocgllc.com

(typed name/title of signer)



May 23, 2022

Addendum No. 2

Project: Design Services for Hill Street Sidewalk for (CDBG) Community Development Block Grant Program
Bid No: RFP2022-006

TO ALL PROPOSERS:

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

1. I am wondering if you have an estimated budget and start date for the Design Services for Hill Street Sidewalk for Community Development Block Grant (CDBG) /.,m project (# RFP2022-006-0-2022/DL)?

Answer: **Amount - \$150,000**
Start date – The NTP will be issued on June 22th or soon after that.

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

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

Joseph D Darbonne
(Signature)

COMPANY NAME METRO Consulting Group, LLC

COMPANY ADDRESS 341 North Maitland Ave., Suite 220, Maitland, FL 32751

BY: Joseph D Darbonne DATE: May 31, 2022
(signature)

Joseph Dwayne Darbonne EMAIL: dwayne.darbonne@metrocgllc.com
(typed name/title of signer)



May 31, 2022

Addendum No. 3

Project: Design Services for Hill Street Sidewalk for (CDBG) Community Development Block Grant Program
Bid No: RFP2022-006

TO ALL PROPOSERS:

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

1. Does the City have a preferred outline for how the proposal should be prepared?

Answer: The City does NOT have a preference on the proposal outline.

2. Is a Design Staff Hour Estimation (see table on page 11 of the RFP) for this project required to be submitted with the proposal?

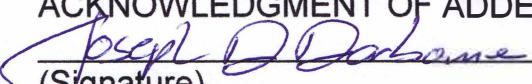
Answer: The Design Staff Hour Estimation table is not required, however the task descriptions should be clearly noted on the proposal

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

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


(Signature)

COMPANY NAME METRO Consulting Group, LLC

COMPANY ADDRESS 341 North Maitland Ave., Suite 220, Maitland, FL 32751

BY:  DATE: May 31, 2022
(signature)

Joseph Dwayne Darbonne

(typed name/title of signer)

EMAIL: dwayne.darbonne@metrocgllc.com

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT FOR PUBLIC IMPROVEMENTS
BETWEEN THE CITY OF KISSIMMEE, FLORIDA
AND
METRO CONSULTING GROUP, LLC**

THIS CDBG CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and **METRO Consulting Group, LLC**, a Florida corporation, with a mailing address of 341 North Maitland Avenue, Suite 220, Maitland, FL 32751 (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development, improving public facilities, and improving permanent residential structures as further detailed in the Consolidated Plan for Housing and Community Development Programs 2020-2025; and

WHEREAS, these services were included as part of the Substantial Amendment to the 2021-2022 Annual Action Plan approved by Kissimmee City Commission on June 7, 2022; and

WHEREAS, this Project will be financially supported by federal funds awarded by HUD under the CDBG Program; and

WHEREAS, as a result of using federal funds on the Project, applicable federal regulations must be adhered to in order to receive prompt payment for work done under the CDBG Program; and

WHEREAS, pursuant to its response to RFP2022-006, **CONTRACTOR** provides the services requested by **CITY** and was the lowest responsive bidder; and

WHEREAS, City has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200 .

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.
2. **Exhibits; Attachments.** The following documents are attached and referred to in this Contract and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	Required Contractor Information
"B"	Budget
"C"	Request for Change Orders
"D"	Request for Payment Form
"E"	CDBG Program Requirements
"F"	Reporting Schedule
"G"	Equal Employment Opportunity Clause for contractors and their Subcontractors
"H"	Certification Regarding Lobbying
"I"	Certification Regarding Drug-Free Workplace Requirement
"J"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

*The forms of the Exhibits are subject to change from time to time in the sole discretion of the CITY in order to comply with the requirements of CITY's Housing and Community Development Program and/or the CDBG Program.

3. **National Objectives and Use.** CITY certifies that the activities carried out with the funds provided under this Contract will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2), 24 CFR §570.201(c) and 24 CFR §570.208(a)(1).
4. **CDBG funds.** Under the terms and conditions of this Contract, CITY has allocated a subaward to **CONTRACTOR** in the amount of One Hundred and Thirty Dollars and 00/100 Cents (\$130,000.00) in FY 2021-2022. CDBG funds to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards the design costs of the Hill Street Project. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit "A"**. Any funds remaining unexpended or not disbursed to **CONTRACTOR** by the CITY as of the Completion Date (as later defined) of this Contract may be de-obligated from this Contract and made available for other CITY projects as determined by the CITY.

5. **Statement of Work/Project Description.** As described in this Contract, **CONTRACTOR** will use these CDBG funds towards the design and surveying for the Hill Street sidewalk extension project. (the "Project"). Additional Project requirements are attached as **Exhibit "B"** and made a part hereof by this reference. **CONTRACTOR** will provide the **CITY** with all procurement support for **CITY**'s approval prior to entering into any construction sub-contracts.
6. **Goals and Performance Measures; Implementation Schedule.** During the term of this Contract, **CONTRACTOR** agrees to work diligently towards the completion of the Project. HUD requires the **CITY** to timely spend its CDBG funds. Therefore, it is critical that **CONTRACTOR** complies with the time deadlines established in this Contract. Time is of the essence. **CONTRACTOR**'s failure to work diligently toward timely completing the Project and other incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the **CITY** ceasing to distribute funds pursuant to this Contract so that the **CITY** may reallocate these funds for other uses or projects.
7. **Expenditure of Funds/Budget.** **CONTRACTOR** shall use the CDBG funds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in accordance with **Exhibit "B"** and made a part hereof by this reference. **CITY** may require a more detailed budget breakdown than the Budget attached hereto, and **CONTRACTOR** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the **CITY**. **CITY** and/or **CONTRACTOR** may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing and Community Development Coordinator. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "C"**. Expenditures shall be directly attributable to the Project. **CONTRACTOR** shall be responsible for any cost overruns over \$130,000. **CONTRACTOR** shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207 and is also prohibited from using these subaward funds or personnel employed in the administration of activities under this Contract for political activities, inherently religious activities, or lobbying. If the Housing and Community Development Manager determines that **CONTRACTOR** is not utilizing the CDBG funds in accordance with this Contract, **CITY** may reduce or otherwise alter the funding amount of the Contract. Any of the CDBG funds allocated to **CONTRACTOR** for this Project which are not expended within the term of this Contract shall be retained by the **CITY**. **CONTRACTOR** will not be reimbursed by the **CITY** for any Project costs or expenses not incurred within the terms of this Contract. Reimbursement of eligible expenses shall be

made in accordance with performance using the Request for Payment form attached hereto as **Exhibit "D"**.

Notwithstanding anything to the contrary in this Contract, **CITY** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the **CITY** accordingly. **CONTRACTOR** acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the **CITY**.

8. Performance Monitoring. **CITY** will monitor **CONTRACTOR**'s performance as necessary and in accordance with 2 CFR §200.327-.332 to ensure compliance with the terms of this Contract, including the timeframes and performance standards as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the **CITY** will constitute non-compliance with this Contract. If action to cure such substandard performance is not taken by **CONTRACTOR** within thirty (30) days after written notice of same, **CITY** may impose additional conditions on **CONTRACTOR** and its use of CDBG funds pursuant to the terms of this Contract, suspend or terminate this Contract, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. **CONTRACTOR** must return any CDBG funds within 5 days of the **CITY**'s written request when an act of uncured substandard performance or other material breach occurs.

9. Term. This Contract shall be in effect for the period commencing June 8, 2022 and terminating on September 30, 2023 ("Completion Date"). The initial draw must be submitted to the City no later than July 20, 2022. Costs may not be incurred after September 30, 2023. Notwithstanding anything herein to the contrary, **CONTRACTOR**'s obligations to the **CITY** shall not end until all close-out requirements are completed, including, but not limited to, such things as issuing final payments, disposing of program assets, retention of records, and use and maintenance requirements for any real property, if applicable. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which **CONTRACTOR** remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. Applicable Laws and Regulations. **CONTRACTOR** shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this

Contract. It is **CONTRACTOR's** responsibility to read, understand, and comply with these laws and regulations. In addition, **CONTRACTOR** shall abide by any and all other applicable federal, state, or local laws, rules, regulations, executive orders, and HUD guidance, notices, and policies governing the funds provided under this Contract, whether presently existing or hereafter promulgated. **CONTRACTOR** shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Kissimmee City Code.

2. Uniform Administrative Requirements and Cost Principles.

CONTRACTOR shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. **CONTRACTOR** also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this Contract shall comply with 2 CFR part 200. Although 2 CFR part 200 addresses many requirements, some areas of regulation include, but are not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, **CONTRACTOR** monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. **CONTRACTOR** is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, **CONTRACTOR** will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. **CONTRACTOR** also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E, if such plan is required. **CONTRACTOR** also agrees to comply with the Program Requirements set forth in **Exhibit "E"** which is attached hereto and incorporated herein by this reference.

3. Procurement/Subcontracting/Third Party Contracts. It is anticipated that the work to be performed under this Contract will be performed by **CONTRACTOR** who is appropriately licensed. **CONTRACTOR** must follow all procurement rules and requirements in accordance with state and local requirements and with 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR § 200.322 regarding the use of specific products

made or used with recovered materials. **CONTRACTOR** must maintain oversight to ensure that all contractors, subcontractors or employees perform in accordance with the terms, conditions, and specifications of their contracts and the requirements of this Contract. **CONTRACTOR** also certifies by executing this Contract that it maintains written purchasing procedures in compliance with 2 CFR §200.317-200.326. **CONTRACTOR** must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents engaged in the selection, award and administration of contracts supported by the CDBG grant funds. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

CONTRACTOR shall insure that any contracts let in the performance of this Contract shall be awarded on a full and open competition basis in accordance with applicable procurement requirements in 2 CFR § 200. If **CONTRACTOR** procures with quotes or bids, **CONTRACTOR** must secure at least three (3) quotes or sealed bids, as applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts under Federal Awards. As applicable, these provisions include, but are not limited to provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland “Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or Contract; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. **CONTRACTOR** shall not enter into any subcontract with any entity, agency or individual in the performance of this Contract without the written consent and approval of the **CITY**, prior to execution of the Contract or other contracts. **CONTRACTOR** agrees to furnish **CITY** with a copy of each third party contract it enters into a Contract with for the performance of work to be undertaken within the scope of this Contract along with documentation concerning the selection process. If **CONTRACTOR** proceeds with obtaining quotes or bids, the lowest and most responsive bidder or lowest quote shall be recommended by **CONTRACTOR** to the **CITY** as the selected licensed contractor. **CONTRACTOR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the licensed **CONTRACTOR** shall file an executed notice of completion or termination and record it in the Osceola County Public Records. Copies of this notice and lien releases shall be filed with the **CITY**. **CITY** shall not be obligated or liable hereunder to any party

CONTRACTOR enters into contracts with for completion of Project and performance of this Contract.

CONTRACTOR shall keep records demonstrating compliance with these regulations.

4. **Records to be Maintained.** **CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.
5. **Retention of Records.** All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how CDBG funds were expended, and all other documents pertinent to the Project and this Contract in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of five (5) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or **CITY** in the case of a **CONTRACTOR**. The retention period for individual CDBG activities shall be the longer of five (5) years after the expiration or termination of this Contract under §570.503, or five (5) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Contract are reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, **CONTRACTOR** must also comply with 2 CFR §200.333, which generally states that **CONTRACTOR** may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; if **CONTRACTOR** is notified by the **CITY**, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the **CITY** to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, **CONTRACTOR** must keep

records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

6. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.
7. **Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Contract, and will permit the **CITY**, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract.
8. **Reports.** **CONTRACTOR** shall file reports in accordance with the Reporting Schedule attached as **Exhibit "F"**. **CONTRACTOR** shall e-mail the Housing and Community Development Program Manager with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
9. **Withholding Payments.** **CITY's** obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR's** full compliance with this Contract. A breach of this Contract is grounds for non-payment by the **CITY**.
10. **Closeout.** **CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Non-Discrimination: **CONTRACTOR** shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309,et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin,

religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. **CONTRACTOR** must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the CDBG funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt

and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. **CONTRACTOR** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "G"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of the federally assisted construction contract in excess of \$10,000. Any contracts or subcontracts entered into by **CONTRACTOR** or its subcontractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

C. Compliance with Davis-Bacon Act. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5, if applicable.

D. Copeland "Anti-Kickback" Act. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

E. Contract Work Hours and Safety Standards Act. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5.

F. Handicapped Accessibility Requirements. **CONTRACTOR** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with these regulations.

G. Utilization of Minority/Women's Business Enterprises. **CONTRACTOR** must take all necessary affirmative steps to ensure minority business/women's business enterprises, and labor surplus area firms are used when possible, including for consideration for participation in all construction, supply or service contracts or in the performance of this Contract. Affirmative steps must include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the **CONTRACTOR**, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

CONTRACTOR shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with this provision. **CONTRACTOR** shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138, the amount of the contract or subcontract, and documentation of the affirmative steps **CONTRACTOR** has taken to assure that minority businesses and women's

business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

H. Political Activities. **CONTRACTOR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. **CONTRACTOR** further agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

I. Anti-Lobbying Provision. **CONTRACTOR** shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. **CONTRACTOR** and any subcontractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "I"** and made a part hereof by this reference. **CONTRACTOR** shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Contract.

J. Conflict of Interest. In the procurement of supplies, equipment, construction, and services, **CONTRACTOR** shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. **CONTRACTOR** agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of **CONTRACTOR** must neither solicit nor accept gratuities, favors, or anything of monetary value from **CONTRACTORS** or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization, **CONTRACTOR** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private

entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this Contract, **CONTRACTOR** covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Contract or the Project being rehabilitated or any other interest which would conflict in any manner with this Contract or the performance of the this Contract.

K. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

L. Drug-Free Workplace. **CONTRACTOR** will provide a drug-free workplace. **CONTRACTOR** shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "I"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "I"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Contract.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made

available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Domestic Preference for Procurements. **CONTRACTOR** shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to 2 CFR §570.609. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

SECTION 5: GENERAL TERMS AND CONDITIONS

- 1. Florida Statutes, City Code, and Permits.** **CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In

particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

2. **Contract between CITY and HUD.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG Contract between t **CITY** and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Contract or subsequent to the execution of this Contract by the parties hereto.
3. **Registration.** **CONTRACTOR** agrees to maintain a current registration in the Federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If **CONTRACTOR** is not currently registered, it must do so within ten (10) days of the date **CONTRACTOR** executes this Contract. A unique entity identifier is required for registration. **CONTRACTOR** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting sub award and executive compensation information. **CONTRACTOR** shall complete and sign the Affidavit attached hereto as **Exhibit "J"** in conjunction with its execution of this Contract and provide any supporting documentation, if required.
4. **Mandatory disclosures – Violations of Federal criminal law.** **CONTRACTOR** must disclose to the **CITY** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By executing this Contract, **CONTRACTOR** warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

SECTION 6: DISPUTES, DEFAULT AND TERMINATION

- A. **Disputes.** In the event of dispute arising under this Contract, the **CONTRACTOR** shall notify the **CITY** promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the **CONTRACTOR** shall proceed with such work in compliance with the instructions

of the **CITY**; such compliance shall not be a waiver of the **CONTRACTOR**'s rights to make a claim, provided they have notified **CITY** in writing as above stipulated.

B. Defaults and Remedies.

1. Events of Default. The following events shall constitute an Event of Default under this Contract:

- a) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders, and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;
- b) failure to comply with any of the terms contained in this Contract and such failure continues for a period of thirty (30) days following written notice thereof given by the **CITY**;
- c) failure to fulfill in a timely and proper manner its obligations under this Contract;
- d) ineffective or improper use of funds provided under this Contract;
- e) submission by **CONTRACTOR** at any time of any material representation in any certification, report or communication the **CITY** that is determined by the **CITY** to be false, incomplete, misleading, or incorrect in any material manner;
- f) failure to disclose to the **CITY**, upon demand, the name of all persons with whom **CONTRACTOR** has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or
- g) if any other default occurs under any of the CDBG documents executed by **CONTRACTOR** in connection with this grant by the **CITY** (herein the "CDBG Documents") which is not elsewhere specifically addressed herein.
- h) Notwithstanding any of the forgoing provisions to the contrary, if **CONTRACTOR** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the **CITY** may, at its sole option, cure such default, provided, however, that the **CITY** shall be under no duty or obligation to do so.

2. Remedies for Non-compliance. If **CONTRACTOR** commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Contract, **CITY** may impose additional conditions as described in 2 CFR §200.207. If **CITY** determines that noncompliance cannot be remedied by imposing additional conditions, **CITY** may take one or more of the following actions, including but not limited to:

- a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the **CITY**;
- b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the award;
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- e) Withhold further federal awards for the project or program; or
- f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Contract, or any other available remedies.

3. Remedies/Suspension and Termination. **CONTRACTOR** and **CITY** will comply with the noncompliance and termination provisions in 2 CFR part 200, subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, **CITY** may suspend or terminate this Contract in whole or in part if **CONTRACTOR** fails to comply with any terms and conditions of this Contract or upon the occurrence of any Event of Default or any other breach of this Contract. **CITY** can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Contract, the CDBG forms, under statutory law, equity or under common law. If **CITY** terminates this Contract, **CONTRACTOR** shall also forfeit to the **CITY** all unexpended monies awarded under the Contract. **CONTRACTOR** may also be required to refund all CDBG funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

In accordance with 2 CFR §200.339, **CITY** can terminate the Contract with the consent of **CONTRACTOR** in which case **CONTRACTOR** and **CITY** must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Contract may also be terminated by **CONTRACTOR** or **CITY** with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the **CITY** determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the **CITY** may terminate the award in its entirety.

If this award is terminated or partially terminated, **CONTRACTOR** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the **CITY** may have available to it.

4. **No Waiver.** Failure of the **CITY** to declare a default shall not constitute a waiver of any rights by the **CITY**. Furthermore, the waiver of any default by the **CITY** shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between **CITY** and **CONTRACTOR**. **CONTRACTOR** agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with CDBG funds.
2. **Insurance Coverage.** **CONTRACTOR**, at its sole expense, shall maintain in force at all times during performance under this Contract all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of **CONTRACTOR**'s performance of the Contract. **CITY**, its officers and employees, shall be named as additional insured on all policies of liability insurance. The **CITY** and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to **CITY** prior to execution of this Contract. Required coverage includes:

- 2.1.1 *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.
- 2.1.2 *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.
- 2.1.3 *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.
- 2.1.4 *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

3. **Indemnification.** **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR's** performance or non-performance of this Contract or because of or due to the existence of the Contract itself.

SECTION 8: MISCELLANEOUS PROVISIONS

- 1. **Assignment.** **CONTRACTOR** shall not assign or transfer any interest in this Contract without the prior written consent of the **CITY**.
- 2. **No Grant of Vested Rights.** This Contract shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by **CONTRACTOR** or anyone it assists.
- 3. **Severability.** This Contract shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

4. **Entire Contract/Modification.** This Contract, together with all of the Exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Contract may only be modified in writing, signed by both of the parties hereto.
5. **Notices.** Whenever by the terms of this Contract, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

Frances De Jesus, HCD Manager
Development Services Department
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Robert Masiku, Engineering Manager
Public Works Department
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Joseph Dwayne Darbonne
METRO Consulting Group, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed these presents and have set their hands and seals as set forth below.

Joseph Dwayne Darbonne

By: Joseph Dwayne Darbonne
Signature

Title: Managing Member

State of Florida
County of ~~Osceola~~ Orange

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Joseph Dwayne Darbonne as Manager for Metro Consulting a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Scott M. Joslin
Print Name: Scott M. Joslin
My Commission Expires: October 27, 2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY Attorney

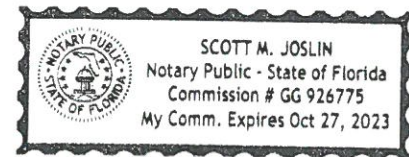


EXHIBIT "A"
REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier): METRO Consulting Group, LLC
2. Contractor's unique entity identifier : _____
3. Federal Award Identification Number (FAIN): B-21-MC-12-0051
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: June 21, 2022
5. Subaward Period of Performance Start Date and End Date: 6/22/2022 to 9/30/2022
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: \$130,000
7. Total Amount of Federal Funds obligated to CONTRACTOR by the pass-through entity including the current obligation: \$130,000
8. Total Amount of the Federal Award committed to the CONTRACTOR by the pass-through entity: N/A
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To pay for the design and surveying for the Hills Street Sidewalk Extension Project.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Kissimmee; Frances De Jesus; 101 Church Street, Kissimmee, FL 34741; 407-518-2156.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: 14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A

EXHIBIT "B"
BUDGET

TBD

Name of Project:	W. Hills Street Sidewalk Project
County:	Osceola
FPN:	N/A
FAP No.:	N/A

Consultant Name: METRO Consulting Group, LLC
Consultant No.: NA
Date: 6/9/2022
Estimator: JD Darbonne

Staff Classification	Total Staff Hours From "SH Firm"	Project Manager	Chief Engineer	Project Engineer	Engineer	Summary -									SH	Salary		Average
																By	Cost By	
3. Project General and Project Common Tasks 4. Roadway Analysis 5. Roadway Plans 6a. Drainage Analysis 6b. Drainage Plans 7. Utilities 8. Environmental Permits and Env. Clearances 19. Signing & Pavement Marking Analysis 20. Signing & Pavement Marking Plans 21. Signalization Analysis 22. Signalization Plans 23. Lighting Analysis 24. Lighting Plans 25. Landscape Analysis 26. Landscape Plans 27. Survey (Field & Office Support) 29. Mapping 32. Noise Barriers Impact Design Assessment 35. Geotechnical	162	97	0	49	16	0	0	0	0	0	0	0	0	0	162	\$26,075	\$160.96	
	249	25	0	100	125	0	0	0	0	0	0	0	0	0	250	\$26,875	\$107.50	
	157	16	8	63	71	0	0	0	0	0	0	0	0	0	158	\$17,640	\$111.65	
	29	1	0	12	16	0	0	0	0	0	0	0	0	0	29	\$2,915	\$100.52	
	44	2	2	18	22	0	0	0	0	0	0	0	0	0	44	\$4,630	\$105.23	
	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
	71	4	0	0	67	0	0	0	0	0	0	0	0	0	71	\$8,820	\$124.23	
	37	2	0	7	28	0	0	0	0	0	0	0	0	0	37	\$3,470	\$93.78	
	34	2	2	7	24	0	0	0	0	0	0	0	0	0	35	\$3,470	\$99.14	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
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SALARY RELATED COSTS:					\$93,895.00
OVERHEAD:					
OPERATING MARGIN:					\$0.00
FCM (Facilities Capital Cost Money):					\$0.00
EXPENSES: Estimated					\$0.00
					\$706.07
Survey (Field - if by Prime)	43	4-person crew days @	/ day	\$	\$0.00
SUBTOTAL ESTIMATED FEE:					\$94,601.07
Subconsultant: ECHO, UES					\$15,452.23
Subconsultant: AWK					\$5,848.00
Subconsultant: ECHO, UES Utility Coordination					\$9,105.70
Subconsultant:					\$0.00
Subconsultant:					\$0.00
SUBTOTAL ESTIMATED FEE:					\$125,000.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$125,000.00
Optional Services					\$0.00
Post Design Services (Optional)					\$0.00
Const Engr & Inspection (Optional)					\$5,000.00
GRAND TOTAL ESTIMATED FEE:					\$130,000.00

Survey Field Days by Subconsultant
4 - Person Crew:

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.

EXHIBIT "C"
CHANGE ORDER # _____

CONTRACTOR NAME	METRO Consulting Group, LLC
------------------------	-----------------------------

The Contract for Work entered into on June 21, 2022 by and between the above Contractor and the City, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ _____ for a new total of \$ _____.

The work completion deadline is _____.

The deadline is: ☐ extended to _____ ☐ not extended

Contractor Signature Date

The scope of work proposed on this Change order is approved; payment shall NOT be responsibility under this Contract.

Engineering Manager Date

The scope of work proposed on this Change order is approved; payment shall be responsibility under this Contract.

Engineering Manager Date

EXHIBIT "D" **REQUEST FOR PAYMENT**

Contractor: METRO Consulting Group, LLC	
Billing Address: 341 North Maitland Avenue, Suite 220	
City/State/Zip :Maitland, FL 32751	
Program/Project Name: Design Services for Hill Street Sidewalk	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$130,000.00
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

<u>JOSEPH DWAYNE DARBONNE</u>	<u>6/9/22</u>
Print - Name of Executive Director or Board President	Date
<u>Joseph Dwayne Darbonne</u>	<u>6/9/22</u>
Signature - Executive Director or Board President Signature	Date

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Engineering Manager Signature	Date
-------------------------------	------

APPROVAL INFORMATION

EXHIBIT "E"
CDBG PROGRAM REQUIREMENTS

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR's** financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

General of the United States (known as the "Green Book") or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

- d. Accounting records - **CONTRACTOR**'s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – "Personnel Activity Reports" shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel

activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property assisted with CDBG funds in the format requested by the City.

10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

- e. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "F"
PAYMENT AND REPORTING REQUIREMENTS

- A. **CONTRACTOR** shall submit all reports to the City of Kissimmee, Housing and Community Development Division as described in this Agreement.
- B. **CONTRACTOR** shall provide the submit monthly reports to the City.
- C. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, **CONTRACTOR** shall inform the **CITY** as soon as the following types of conditions become known:
 - 1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- D. Expenses incurred by **CONTRACTOR** will not be processed for reimbursement by the Housing and Community Development Program Manager if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted electronically will not be reimbursable by the City if such expenditures were not expended directly for the rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Contract.
- E. Provided that the invoices are complete and undisputed, the Housing and Community Development Program Manager will process reimbursement of approved invoices within thirty (30) days of receipt of such requests and will use its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.
- F. As applicable, the monthly invoice shall include:

- a. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
- b. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
- c. Total cost of services.
- d. If applicable, if outside subcontractors have done the work, submit the paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "G"
**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND
THEIR CONTRACTORS AND SUBCONTRACTORS
STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE**

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by on or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor 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.
4. 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.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be

declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the appliance agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "H"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative Contracts) and that **CONTRACTOR** shall certify and disclose accordingly.

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

(
CORPORATE SEAL)

By: Joseph Dwayne Darbonne
Date: 6/9/22

EXHIBIT "I"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that **CONTRACTOR** knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the **CONTRACTOR** and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. **CONTRACTOR** will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

- I. **CONTRACTOR** certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in **CONTRACTOR**'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. **CONTRACTOR**'s policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. **CONTRACTOR** shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). **CONTRACTOR** further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of CONTRACTOR: METRO Consulting Group, LLC

Program Name: Design Services for Hill Street Sidewalk

Grant : Community Development Block Grant

Date:

The CONTRACTOR shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

341 North Maitland Avenue, Suite 220
Maitland, FL 32751

Check _____ if there are work places on file that are not identified here.

(Corporate Seal)

By: Joseph Dwayne Darbonne

Date: 4/9/22

EXHIBIT "J"
AFFIDAVIT
Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, JOSEPH D. DARBOWNE (print name), hereby swear or affirm that: I read and

understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity.

☒ I attest that City of Kissimmee (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature:

Joseph Duayne Dabonne

(Printed Name of President/Executive Director/Board Chair)

STATE OF FLORIDA

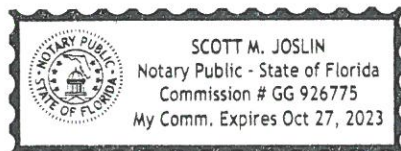
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by as for Joseph Dabonne a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: Scott M. Joslin
Print Name: Scott M. Joslin
My Commission Expires: October 27, 2023

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ITEM 7.H

Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Airmethods Corporation

Request

Request Commission approval of Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Airmethods Corporation

Explanation

Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation, is a full-service fixed base operator (FBO) operating at the Kissimmee Gateway Airport by lease with the city. With city approval, Quantem has the ability to sublease space to other aeronautical and guest transportation service providers, enhancing aviation services for the public.

Airmethods Corporation is a helicopter ambulance service currently leasing with W.A. Hangars, LLC here at Kissimmee Airport. This sub-lease with Quantem FBO Group-Kissimmee, LLC will be for hangar space for maintenance and mechanical services for the helicopters.

Recommendation

Staff recommends Commission approval of Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Airmethods Corporation

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. QUANTEM LEASE AGREEMENT 09-24-15
2. Consent to Sub-Lease Quantem + Airmethods Corp.
3. Airmethods hangar lease



CFM 2015144962
Bk 4848 Pgs 1316-1340 (25 Pgs)
DATE: 09/29/2015 09:41:04 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$214.00

**KISSIMMEE GATEWAY AIRPORT
FIXED BASE OPERATOR'S LEASE AGREEMENT
WITH QUANTUM FBO GROUP KISSIMMEE, LLC.**

THIS AGREEMENT is made and entered into this 24th day of September, 2015, by and between the **CITY OF KISSIMMEE**, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "**City**" and **Quantum FBO Group - Kissimmee, LLC.**, hereinafter referred to as "**Lessee**" or "**Tenant**" a limited liability company organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the City owns and operates the Kissimmee Gateway Airport (the "Airport"); and

WHEREAS, Ranger Aviation, prior Fixed Base Operator executed multiple Fixed Base Operator's Lease Agreements for several parcels of land located in the Western Quadrant of the Airport; and

WHEREAS, Quantum FBO Group – Kissimmee, LLC accepted assignments from Ranger Aviation of all but three (3) of the leases for these parcels; and

WHEREAS, Three of the leases for three of the parcels are controlled by two banks; and

WHEREAS, Lessee desires to execute new leases for certain parcels in the Western Quadrant of the Airport, for its business purposes;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE I
LEASED PREMISES**

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises described in composite Exhibit "A" which is attached hereto and made a part hereof by

Quantum FBO Group Kissimmee, LLC
Lease Agreement
Page 1 of 23

reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects; provided, however that such reduction or adjustment shall not materially and adversely affect Lessee's business operations. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "As Is" and that the City has made no representations or warranties respecting the suitability thereof for Lessee's purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

The leased premises are subdivided as follows for identification and operational purposes, to wit:

formerly:

W7	←	Parcel Q-1	<u>1.13</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W6	←	Parcel Q-2	<u>0.767</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W8	←	Parcel Q-5	<u>1.0</u>	acres	<u>14,000</u>	square feet	<u>Hangar</u>
W9	←	Parcel Q-6	<u>1.0</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W10	←	Parcel Q-7	<u>1.0</u>	acres	<u>12,500</u>	square feet	<u>Hangar</u>
W11	←	Parcel Q-8	<u>1.25</u>	acres	<u>3,000</u>	square feet	<u>Fuel Farm</u>
W20	←	Parcel Q-9	<u>1.03</u>	acres	<u>18,000</u>	square feet	<u>Hangar</u>
W17	←	Parcel Q-12	<u>1.1</u>	acres	<u>0</u>	square feet	<u>Vacant</u>
W18	←	Parcel Q-20	<u>2.95</u>	acres	<u>128,502</u>	square feet	<u>Ramp</u>
W18 Ramp	←	Parcel Q-21	<u>3.43</u>	acres	<u>149,364</u>	square feet	<u>Ramp</u>
W13	←	Parcel Q-22	<u>4.13</u>	acres	<u>180,087</u>	square feet	<u>Ramp</u>
W16	←	Parcel Q-23	<u>0.96</u>	acres	<u>41,887</u>	square feet	<u>Ramp</u>

ARTICLE II

USE

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Category "A" Fixed Base Operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE III

TERM

The term of this Agreement shall be for a period approximately twenty 20 years, 5 months, ending January 31, 2036.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement, but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE IV

RENT

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be \$83,465.88.

TIME AND PLACE OF PAYMENT. All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS. City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. The parties hereto will compare the price index every third year with the price index for 2015 and the Annual Rent payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) when compared with the price index for, 2015. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

ARTICLE V

OTHER FEES AND CHARGES

FUEL DUMPAGE FEES. In addition to the rent and other charges payable hereunder, Lessee shall, on or before the twentieth (20th) day of each calendar month during the term hereof; pay to the City, without further demand, a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon.

AUTOMOBILE RENTAL FEES. In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15th) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

ARTICLE VI

OBLIGATIONS OF LESSEE

TAXES AND ASSESSMENTS. Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

MAINTENANCE AND REPAIR. Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in then existing current standards materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

ACCESS. Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the city, have the right to access, ingress and egress to and from the Leased Premises.

MINIMUM STANDARDS/RULES AND REGULATIONS. Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

NONDISCRIMINATION. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and "City" statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so the Lessee shall be in default and the "City" may take any reasonable and appropriate action in the Lessee's stead without waving any

claims against the Lessee. The cost of such remedial action by the "City" shall be paid by the Lessee upon demand.

INDEMNITY AND INSURANCE BY LESSEE. Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of any personal injuries (including wrongful death) or property damage resulting from the Lessee's use of the Leased premises, except where proximately caused by the City's negligence and for his purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities, Building and Property Casualty Coverage, and the Leased Premises at the Airport. The policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers liability, blanket contractual, independent contractors and aviation non-ownership. All policies shall include the City as an additional insured as its interests appear. Lessee shall furnish City with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon sixty (60) days advance written notice by registered or certified mail to the City. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports or upon Ordinance adoption.

COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the City not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

ARTICLE VII

OBLIGATIONS OF CITY

A. OPERATION AS A PUBLIC AIRPORT. City covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The City shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY. City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE VIII

ENVIRONMENTAL MATTERS

A STORAGE TANKS

1. Lessee agrees to comply with all applicable federal, state and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the premises or which might discharge on or under the premises, shall be registered with the appropriate federal, state and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to City prior to the operation or installation of any regulated above or underground petroleum storage tank on the Premise. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

3. Lessee shall perform a Level I environment inspection of its existing fuel farm and adjacent real property.

B. INDEMNIFICATION.

1. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sublessees, except when proximately caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees.

2. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS.

1. Lessee hereby represents and warrants to and for the benefit of the City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof (except for Hazardous Materials that are customarily and properly used in aircraft maintenance operations and which are used and stored in material compliance with applicable laws), or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. S6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, S6901 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

2. In addition to and without limiting the generality of any other provisions of this Lease, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Premises caused by Lessee, its employees or agents. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

ARTICLE IX

DAMAGE OR DESTRUCTION OF PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Lessee so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage with due diligence at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessee shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

ARTICLE X

TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. **TERMINATION BY LESSEE.** Lessee may terminate this Agreement after the happening of one or more of the following events:

The default by City in the performance of any covenant or Agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee or written notice to remedy the same.

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION.** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. **TERMINATION BY CITY.** City may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due and such payments are not made within (10) days after receipt of written notice for the City of said non-payment.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy.
4. Abandon the Leased Premises.
5. Default in the performance of any of the covenants, Agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event City exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article (Termination by City), a notice of termination shall be sufficient to terminate this Agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT. Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City any portion of the rental and other fees and costs not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the

City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

ARTICLE XI

RIGHTS UPON TERMINATION

A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of City during the entire term of this Lease and thereafter.

B. **REMOVAL OF PERSONAL PROPERTY.** At the termination of the Lease for any reason, after payment of all rents and charges, Lessee may upon consent of the City shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, except as provided otherwise herein but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the City shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become be deemed abandoned and become the property of the City.

C. **LANDLORD LIEN.** If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, and then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City shall have the right to liquidation of such personal property to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

ARTICLE XII

GENERAL PROVISIONS

A. **CITY'S RESERVED RIGHTS**

1. City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future Agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

D. WAIVER OF JURY TRIAL; ATTORNEY'S FEES. It is mutually agreed by and between Lessee and City that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation
Kissimmee Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 32741-4613

and notices, consents and approvals to Lessee addressed to:

Quantem FBO Group Kissimmee, LLC.
Attn: Blake Fish or Sal Calvino
175 Ammon Drive
Manchester, NH 03103

Copy to:
Attn: Jack Tucker, Esq.
Robbins, Kelly, Patterson & Tucker
7 West 7th Street, Suite 1400
Cincinnati, Ohio 45202

or such other addresses as the parties may designate to each other in writing.

H. FLORIDA LAW/VENUE. This Agreement shall be interpreted in accordance with the laws of the state of Florida/venue of all actions shall be Osceola County, Florida.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants and Agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the terms of this Agreement.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

A. The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Lessee agrees that it will adopt any such requirement as a part of this Agreement.

B. If Lessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

C. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Lessee's exclusive possession of the Leased Premises, the rights granted under this Agreement are nonexclusive.

D. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

E. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

G. Lessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

H. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an Airport hazard.

I. Lessee agrees that it will not unreasonably exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any maintenance service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

J. Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

K. City and Lessee acknowledge and agree that from and after the effective date hereof, this Lease Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and any modification, release, discharge, or waiver of any provision contained herein shall be of no force or effect unless set forth in writing and signed by the party to be bound.

ARTICLE XV **PRIOR LEASES**

Both parties acknowledge and agree that all prior leases, addendums and amendments for Parcels W-6, W-7, W-8, W-9, W-10, W-11, W-13, W-16, W-17, W-18, W-20 are hereby terminated and extinguished. As for Parcels W-5, W-15, and W-19, Quantum FBO Group – Kissimmee, LLC has not accepted assignment of the leases for such parcels, and those leases remain in effect.

ARTICLE XVI **MORTGAGE INTEREST**

Notwithstanding any provision of this Lease Agreement to the contrary, the provisions herein-after set forth shall apply to the holder of record of a first mortgage on Tenant's interest herein:

A. The Tenant shall have the right to mortgage Tenant's interest under this Lease to a federal or state savings and loan association, bank or trust company, insurance company, pension fund or trust or other institutional lender authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of the City, subject, however, to the other terms and conditions of this Lease.

B. If the Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to the City a copy of the recorded Mortgage together with a written

notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied or record, the following provisions of this paragraph shall apply.

C. When giving notice to the Tenant with respect to any default under the provisions of this Lease, including the failure of Tenant to pay rent, the City will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by City by Certified Mail, Return Receipt Requested, to such mortgagee(s), which notice must specify the nature of each such default.

D. The leasehold mortgagee, upon receipt from City of the notice referred to in subparagraph (C) above, shall have, in addition to any period of grace extended to the Tenant under the terms and conditions of this Lease, a period of sixty (60) days within which to cure the default or cause the same to be cured, or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Tenant for failure to pay rent and any late fees, the leasehold mortgagee shall be given written notice of such default by certified mail by City, and the leasehold mortgagee shall have thirty (30) additional days from the date the notice of default was mailed within which to cure such default.

E. In case the Tenant shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Tenant is required to do or perform, and City shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Tenant. City further agrees, that in the case of any default by Tenant, so long as no default in respect of the payment of rent shall exist hereunder, that City will take no action to effect a termination of the term of this Lease by the serving of a notice by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of notice by City, except payment of rent which shall be cured by leasehold mortgagee within thirty (30) days of mailing of notice, within which to cure said defaults [(i) to obtain possession of the premises (including possession by receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure, or otherwise acquire Tenant's interest under this Lease, with diligence and continuity and, thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing herein shall preclude City from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of

such forbearance.] City agrees to recognize the leasehold mortgagee as the Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of the City to same. In such event, the term "Tenant" as used in this section, means only the owner or holder of the Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of the Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of the Tenant under this Lease.

F. References in this lease to acquisition of the Tenant's interest in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of the Tenant's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser. Any acquisition of Tenant's interest in this Lease shall be restricted to the approved Fixed Base Operator ("FBO") uses.

G. Any leasehold mortgage shall be specifically subject and subordinate to the City's rights under this Lease. The foregoing shall not be deemed or construed to impose or establish upon the Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the City or the City's interest in this Lease.

H. In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

I. Within ten (10) days after written request by Tenant or Tenant's leasehold mortgage, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from City, City agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that City has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by City against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses.

J. City agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any default relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall City be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within sixty 60 days following the leasehold mortgagee's acquisition of title to the Property following a foreclosure of the leasehold mortgagee's mortgage on the Property or through a Deed in Lieu of Foreclosure, the leasehold mortgagee commences to cure defaults required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same and any notice of termination theretofore given shall be void and of no force and effect. City further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as Debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within sixty (60) days of receipt of written notice from City of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the defaults required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. City further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the property or assigns Tenant's leasehold interest to a third party, City will not terminate the Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, City shall recognize the leasehold mortgagee as Tenant under the Ground Lease. City further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the leased property as if it were the tenant thereunder.

K. If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the "Bankruptcy Code"), (i) Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1) of the Bankruptcy Code to remain in possession of the Property for the balance of the term of the Lease, (ii) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (iii) neither the Mortgage nor any other aspect of the Loan shall be affected or impaired by rejection of the

Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased.)

L. If, notwithstanding the provisions of subparagraph (J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, City will enter into a new lease ("New Lease") of the Property. In the event of termination of the Lease as a result of Tenant's default, or otherwise, without the prior written consent of leasehold mortgagee, City shall, in addition to providing the notices of default and termination as required by subparagraph (C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and of all other defaults, if any, then known to City. City agrees to enter into a new lease ("New Lease") of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

i. leasehold mortgagee shall make written request upon City for such New Lease within sixty (60) days after the date leasehold mortgagee receives City's notice of termination of the Ground Lease;

ii. leasehold mortgagee or its designee shall pay or cause to be paid to City at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys fees, which City shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by City from Tenant or other parties in interest under Tenant;

iii. leasehold mortgagee or its designee shall agree to remedy any of Tenant's defaults of which leasehold mortgagee was notified by City's notice of termination and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

iv. any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and the Tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

v. the Tenant under any such New Lease shall be liable to perform the obligations imposed on the Tenant by such New Lease only during the period such person has ownership of such leasehold estate.

M. In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by City), or in the event leasehold mortgagee is granted a New Lease pursuant to subparagraph L above, City hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, City will execute a written consent to such assignment provided there is no outstanding default with respect to the payment of rental under the Lease. City further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of the Tenant. Further, City agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to leasehold mortgagee, shall not be required to be cured by leasehold mortgagee or its assigns.

N. In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

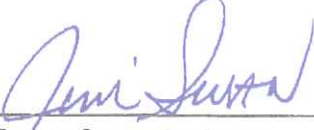
O. This Lease may not be amended without prior written consent of leasehold mortgagee.

P. City and Tenant shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed leasehold mortgagee for the purpose of implementing the mortgagee-protection provisions contained in the Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold on the occurrence of a default under the terms of this Lease. City and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of City under this Lease.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this 24th day of September, 2015.

CITY OF KISSIMMEE, FLORIDA

By: 
Mayor-Commissioner


ATTEST:


City Clerk

QUANTEM FBO GROUP - KISSIMMEE, LLC.

By: 

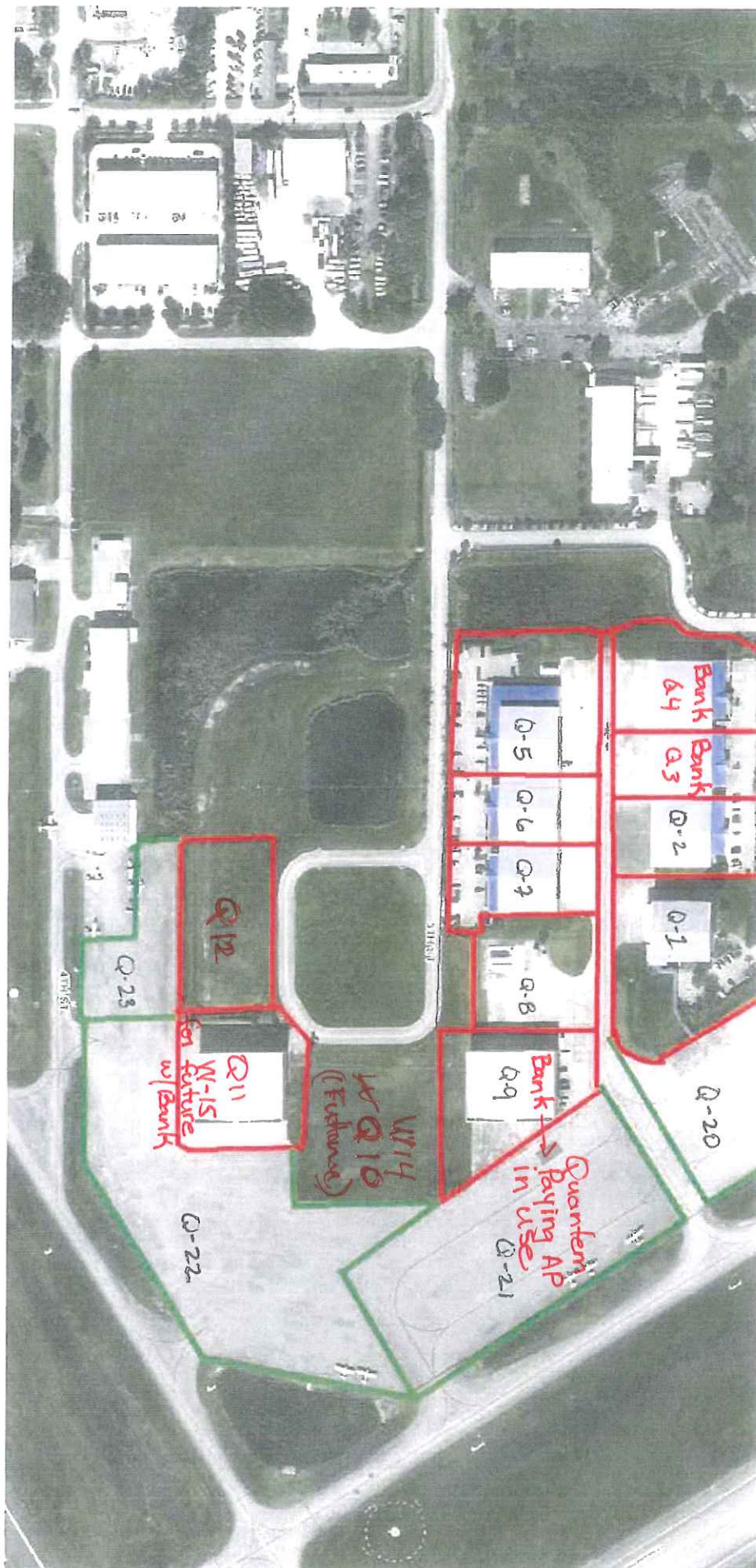
Title: 

ATTEST:

Approved as to form and
legal sufficiency.


City Attorney

A



AGREEMENT FOR CONSENT TO SUBLEASE

THIS AGREEMENT, dated as of this 1st day of June, 2022, by and between the City of Kissimmee, a municipal company, hereinafter called "**City**", Quantem FBO Group, Kissimmee, LLC hereinafter referred to as "**Lessee**," and Air Methods Corp., hereinafter referred to as "**Sublessee**".

WITNESSETH:

WHEREAS, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

WHEREAS, pursuant to applicable provisions of that certain Lease Agreement dated September 24, 2015 between the City and Lessee, hereinafter referred to as "**Primary Lease**", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "**sublease**", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "**Subleased Space**".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of, the subleased Premises.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF KISSIMMEE

Mayor-Commissioner

ATTEST:

City Clerk



LESSEE Signature

Thomas Vallejo

Printed Name

General Manager

Title

Corporate Seal

BRITTANY BEAUDRY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE

MY COMMISSION EXPIRES Apr 13, 2024
ACTING IN COUNTY OF Wayne



Notary Seal (unincorporated only)

Approved as to Form and Legality
This ____ day of _____, 20____

By: _____
City Attorney



SUBLESSEE Signature

Matthew Turner

Printed Name

VP Customer Experience

Title

Air Methods Corp

Corporate Seal

Notary Seal (unincorporated only)

HANGAR LEASE

This Lease is made and entered into by and between Air Methods Corporation (hereinafter referred to as "Sublessee") and Quantem FBO Group – Kissimmee, LLC, (hereinafter referred to as "Sublessor") on this 1st day of May, 2022 at Kissimmee, FL.

In consideration of the mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Sublessor leases to Sublessee 5488 square feet of hangar space as shown in Exhibit 1 (the "Premises") at Sublessor's Facilities, collectively Hangars, Offices, Interior and exterior Common Areas, aircraft and auto parking and movement areas, at Kissimmee Gateway Airport (the "Airport") for a monthly rate [REDACTED] any applicable leasehold or other taxes/fees on property leases, and for no other purpose except as specifically set forth in this Lease.
2. The Premises shall be used for Maintenance, including all uses reasonably incident thereto, and for no other purpose without the prior written consent of Sublessor.
3. The term of this Lease shall commence on ~~May 1, 2022~~ ^{JUNE 1, 2022} and end on April 30, 2027 (the "Initial Term"), being a total of five (5) years. The Term of this Lease may be extended by the agreement of both parties. Either party may cancel this Lease with 90 days written notice.
4. Sublessee will pay rent in the amount of [REDACTED] per month payable in advance of the 1st of the month and without demand at the office of Sublessor at the Kissimmee Gateway Airport or at such other place as may be designated by Sublessor in writing. The above stated rates and the utility fee, if any, will be subject to re-evaluation and adjustment on an annual basis by Sublessor.
5. The parties recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (the "price index") as published by the United States Department of Labor's Bureau of Labor Statistics. Beginning in 2023 and continuing for each lease year thereafter, the parties hereto will compare the price index for May of such year with the price index for May of the immediately preceding calendar year. The then current monthly base rent shall be increased by the same percentage as said price index has increased over such period. The first such increase to monthly base rent shall be effective as of May 1, 2023 and shall be calculated by multiplying the then current monthly base rent by a percentage equal to the percentage increase (if any) in the price index from May 2022 to May 2023. The monthly base rent shall not be reduced.
6. Sublessee shall pay a monthly utility fee of [REDACTED] for any water, gas, electricity, landscaping and irrigation furnished to the Premises. Failure by Sublessor to furnish, or any stoppage of these services, resulting from causes beyond the

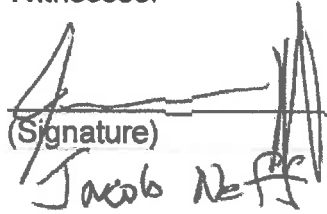
control of Sublessor, or from any cause, shall not render Sublessor liable in any respect for damages to either person or property, nor be construed as an eviction of Sublessee or constitute an abatement of rent, nor relieve Sublessee from fulfillment of any covenant or agreement hereof.

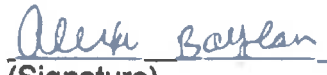
7. Janitorial service is the responsibility of the Sublessee, unless the lease is for an aircraft spot, as opposed to leasing a defined amount of square footage of the hangar. Janitorial service can be provided for an additional charge upon request.
8. As security for the performance of its obligations under this Lease, Sublessee will deposit one month's rent and utility fee with Sublessor prior to occupancy (the "Security Deposit"). The Security Deposit may be applied by Sublessor to cure any default by Sublessee under this Lease. Upon notice by Sublessor of such application, Sublessee shall replenish the Security Deposit in full by promptly paying to Sublessor the amount so applied. Within thirty (30) calendar days after the expiration or termination of this Lease, Sublessor shall return to Sublessee any unused portion of the Security Deposit.
9. This Lease together with the attached General Terms and Conditions and any and all Exhibits expressly incorporated herein by reference and attached hereto shall constitute the entire agreement between the parties with respect to the subject hereof and any other understanding or agreements, written or oral, are superseded hereby. Any modification of this agreement shall not be binding unless the same is made in writing and is signed by the parties. The waiver by either party of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or to lessen the right of Sublessor or Sublessee to insist upon the performance by Sublessor or Sublessee in strict compliance with this Lease.

[Signatures Intentionally on Following Page]

In witness whereof, the parties execute this Hangar Lease on the date and year first above written.

Witnesses:


(Signature)
Jacob Neff
(Printed Name)


(Signature)
Alexa Baylan
(Printed Name)

Sublessor:


By: _____
Name: THOMAS VALLEJO
Title: GENERAL MANAGER
Date: 4/25/2022

Witnesses:


(Signature)
Lauren Lentz
(Printed Name)

(Signature)

(Printed Name)

Sublessee:


By: _____
Name: Chris Myers
Title: EVP Customer Experience
Date: May 9, 2022

EXHIBIT 1

DESCRIPTION OF HANGAR SPACE

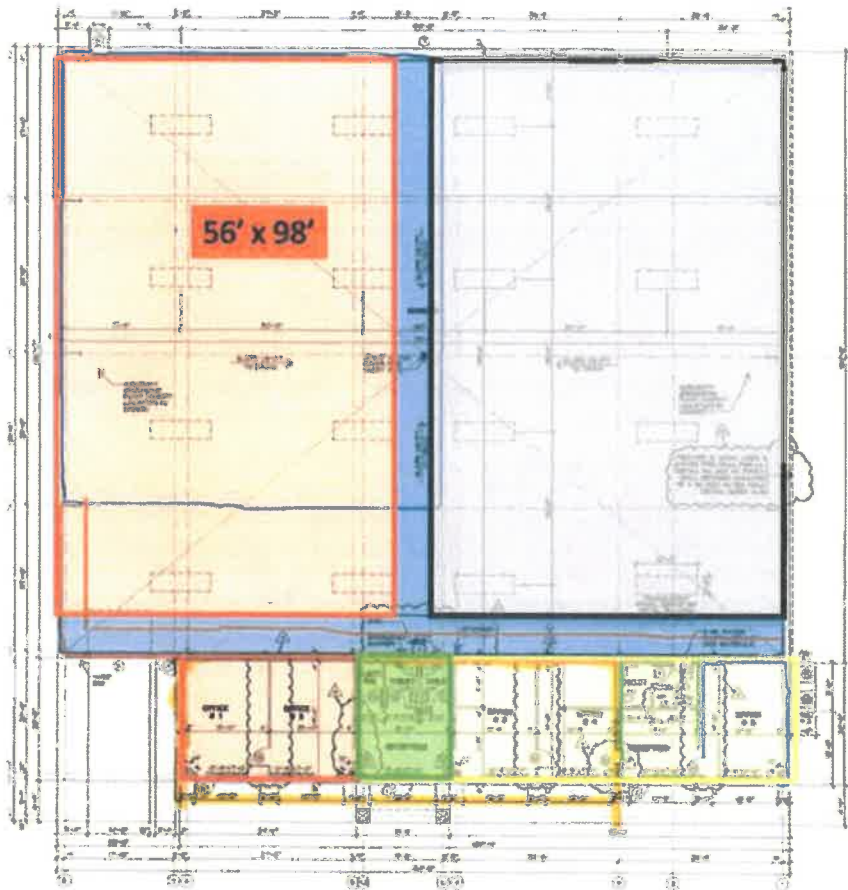


Exhibit 1

- Air Methods Space
- Current Hangar Tenant Space
- Current Office Tenant Space
- Common Space for Offices 2&3
- Common Space Hangar

ITEM 7.I

Award of Contract Bid IFB2022-002 for Citywide Asphalt Milling, Resurfacing, and Concrete Repair Services

Request

Approval to award the Contract Bid IFB2022-002 for Citywide Asphalt Milling, Resurfacing, and Concrete Repair Services.

Explanation

The Public Works Engineering division requested the Purchasing Division to solicit proposals (IFB2022-002) for the purpose of selecting experienced and qualified companies to provide Asphalt Milling, Resurfacing, and Concrete Repair continuing services. Staff generates a prioritized listing of the roads to be included within the annual resurfacing program.

As part of the Pavement Management Plan completed in September 2020. The study was done by using GPS technology and field collection data to assess pavement conditions throughout the City's 160 center-line mile roadway network only. The roadway network requires ongoing maintenance and rehabilitation to provide the desirable level of service to the traveling public. Each street was issued a Pavement Condition Index (PCI) grade and associated costs for the maintenance treatment method was also identified.

The City received nine (9) bids, to resurface City roads. The consensus of the Public Works & Engineering staff was to request Commission to award contracts to the following six (6) firms based on the bids received:

1. Asphalt Paving Systems
2. Culter Repaving
3. APEC
4. Premier Engineering
5. RJR Contractors
6. Schuller Contractor

The contract will be from the date of signature through September 30, 2023 with two (2) optional 12-month renewals. The Milling, Resurfacing, and Minor Concrete Work Bid Package (IFB 2022-002) is incorporated in each agreement as Exhibit "A".

Recommendation

Staff recommends City Commission approval to award the Contract Bid IFB2022-002 for Citywide Asphalt Milling, Resurfacing, and Concrete Repair Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. APEC LLC - 2022 Agreement
- City of Kissimmee

2. Asphalt Paving Systems Inc- 2022 Agreement
3. Culter Repaving - 2022 Agreement
4. Premier Engineering Inc. - 2022 Agreement
5. RJR Contractor LLC- 2022 Agreement
6. Schuller Contractor - 2022 Agreement (Revised) F
7. Exhibit A- Invitation for Bid IFB2022-002

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336, Orlando, FL 327819, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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:**
Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819
20. **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.
21. **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: Aman Pourmurgas

Title: President

Date: 6/9/22

STATE OF FLORIDA

COUNTY OF Orange

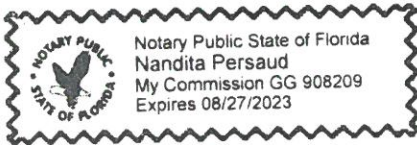
The foregoing instrument was acknowledged before me this 09 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Aman Pourmurgas as President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023



CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner
Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$22,962.00</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>No Bid</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>No Bid</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>No Bid</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>No Bid</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>No Bid</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>No Bid</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>No Bid</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>No Bid</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>\$1,420.00</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>No Bid</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AP We do not take exception to Specifications.
(initial)

____ We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)
COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/05/2022
(signature)
Arman Pourmirza/ President EMAIL: Arman@Apec2.com
(typed name/title of signer)

TELEPHONE NO.: (407) 619 7888 FAX NO.: (____) _____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____ day of _____ 20____, personally appeared

(print name) Arman Pourmirza/ President being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

American Persian Engineering and construction LC DBA APEC LLC MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

Signature of Affiant

. Arman Pourmirza
Typed/Printed Name of Affiant

. 5401 s. Kirkman Rd #336

. Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this _____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public) _____ personally known or _____ produced identification. Type of identification produced _____

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$200.00
6	Inlet Protection System	26-50	EA	\$50.00
7	Inlet Protection System	51-100+	EA	\$50.00
8	Floating Turbidity Barrier	1-200	LF	\$200.00
9	Floating Turbidity Barrier	201-500	LF	\$150.00
10	Floating Turbidity Barrier	501-1000+	LF	\$50.00
11	Staked Silt Fence	1-200	LF	\$20.00
12	Staked Silt Fence	201-500	LF	\$20.00
13	Staked Silt Fence	501+	LF	\$5.00
14	Clearing and Grubbing	1	AC	\$3,000.00
15	Curb and Gutter Removal	1-200	LF	\$40.00
16	Curb and Gutter Removal	201-500	LF	\$35.00
17	Curb and Gutter Removal	501+	LF	\$30.00
18	Miscellaneous Concrete Removal	1-200	SY	\$40.00
19	Existing Pipe Removal	1-200	LF	\$35.00
20	Existing Pipe Removal	201-500	LF	\$30.00
21	Existing Pipe Removal	501+	LF	\$30.00
22	Removal of Existing Pavement	1-200	SY	\$25.00
23	Removal of Existing Pavement	201-500	SY	\$23.00
24	Removal of Existing Pavement	501+	SY	\$20.00
25	Roadway Excavation	1-200	CY	\$50.00
26	Roadway Excavation	201-500	CY	\$30.00
27	Roadway Excavation	501+	CY	\$30.00
28	Swale Grading	1-200	LF	\$30.00
29	Swale Grading	201-500	LF	\$25.00
30	Swale Grading	501+	LF	\$20.00
31	Embankment (Truckload)	1-200	CY	\$50.00
32	Embankment (Truckload)	201-500	CY	\$45.00
33	Embankment (Truckload)	501+	CY	\$40.00
34	Flowable Fill	1-9	CY	\$400.00
35	Flowable Fill	10-18	CY	\$350.00
36	Flowable Fill	19-27+	CY	\$300.00
37	Asphaltic Base Course	1-200	TN	\$400.00
38	Asphaltic Base Course	201-500	TN	\$250.00

39	Asphaltic Base Course	501+	TN	\$230.00
40	Optional Base Group 1	1-200	SY	\$50.00
41	Optional Base Group 1	201-500	SY	\$28.00
42	Optional Base Group 1	501-1000+	SY	\$25.00
43	Optional Base Group 4	1-200	SY	\$30.00
44	Optional Base Group 4	201-500	SY	\$28.00
45	Optional Base Group 4	501-1000+	SY	\$25.00
46	Optional Base Group 6	1-200	SY	\$30.00
47	Optional Base Group 6	201-500	SY	\$28.00
48	Optional Base Group 6	501-1000+	SY	\$25.00
49	Optional Base Group 9	1-200	SY	\$50.00
50	Optional Base Group 9	201-500	SY	\$45.00
51	Optional Base Group 9	501-1000+	SY	\$40.00
52	Optional Base Group 11	1-200	SY	\$50.00
53	Optional Base Group 11	201-500	SY	\$45.00
54	Optional Base Group 11	501-1000+	SY	\$40.00
55	Milling (1")	1-200	SY	\$20.00
56	Milling (1")	201-500	SY	\$18.00
57	Milling (1")	501-1000+	SY	\$15.00
58	Milling (1.5")	1-200	SY	\$25.00
59	Milling (1.5")	201-500	SY	\$23.00
60	Milling (1.5")	501-1000+	SY	\$20.00
61	Milling (2")	1-200	SY	\$25.00
62	Milling (2")	201-500	SY	\$23.00
63	Milling (2")	501-1000+	SY	\$20.00
64	Milling (3")	1-200	SY	\$25.00
65	Milling (3")	201-500	SY	\$23.00
66	Milling (3")	501-1000+	SY	\$20.00
67	Milling (4")	1-200	SY	\$25.00
68	Milling (4")	201-500	SY	\$23.00
69	Milling (4")	501-1000+	SY	\$20.00
70	Milling (5")	1-200	SY	\$25.00
71	Milling (5")	201-500	SY	\$23.00
72	Milling (5")	501-1000+	SY	\$20.00
73	Milling (6")	1-200	SY	\$25.00
74	Milling (6")	201-500	SY	\$23.00
75	Milling (6")	501-1000+	SY	\$20.00
76	Type III Asphaltic Concrete	1-200	TN	\$450.00
77	Type III Asphaltic Concrete	201-500	TN	\$425.00
78	Type III Asphaltic Concrete	501+	TN	\$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$150.00
91	18" RCP CD - CI	1-200	LF	\$200.00
92	18" RCP CD - CI	201-500	LF	\$160.00
93	18" RCP CD - CI	501+	LF	\$140.00
94	Type "A" Curb	1-25	LF	\$60.00
95	Type "A" Curb	26-50	LF	\$55.00
96	Type "A" Curb	51-100+	LF	\$50.00
97	Type "B" Curb	1-20	LF	\$60.00
98	Type "B" Curb	26-50	LF	\$55.00
99	Type "B" Curb	51-100+	LF	\$50.00
100	Type "D" Curb	1-25	LF	\$60.00
101	Type "D" Curb	26-50	LF	\$55.00
102	Type "D" Curb	51-100+	LF	\$50.00
103	Type "E" Curb	1-25	LF	\$60.00
104	Type "E" Curb	26-50	LF	\$55.00
105	Type "E" Curb	51-100+	LF	\$50.00
106	Type "F" Curb	1-25	LF	\$60.00
107	Type "F" Curb	26-50	LF	\$55.00
108	Type "F" Curb	51-100+	LF	\$50.00
109	Valley Gutter	1-25	LF	\$70.00
110	Valley Gutter	26-50	LF	\$65.00
111	Valley Gutter	51-100+	LF	\$60.00
112	Traffic Separator - (4')	1-25	LF	\$120.00
113	Traffic Separator - (4')	26-50	LF	\$110.00
114	Traffic Separator - (4')	51-100+	LF	\$100.00
115	Traffic Separator - (6')	1-25	LF	\$130.00
116	Traffic Separator - (6')	26-50	LF	\$120.00
117	Traffic Separator - (6')	51-100+	LF	\$110.00
118	Traffic Separator - (width varies)	1-25	SY	\$130.00
119	Traffic Separator - (width varies)	26-50	SY	\$120.00
120	Traffic Separator - (width varies)	51-100+	SY	\$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$50.00
136	Sodding (Bahia)	1-200	SY	\$40.00
137	Sodding (Bahia)	201-500	SY	\$30.00
138	Sodding (Bahia)	501+	SY	\$15.00
139	Sodding (Floritam)	1-200	SY	\$40.00
140	Sodding (Floritam)	201-500	SY	\$30.00
141	Sodding (Floritam)	501+	SY	\$15.00
142	Loop Assembly, F&I - Type B	1	AS	\$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$300.00
144	Install Sign (single post)	6-15	EA	\$250.00
145	Install Sign (single post)	16-30+	EA	\$200.00
146	Install Sign (multi-post)	1-5	EA	\$450.00
147	Install Sign (multi-post)	6-15	EA	\$400.00
148	Install Sign (multi- post)	16-30+	EA	\$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$13.00
173	Directional Arrows (Paint)	1-10	EA	\$200.00
174	Directional Arrows (Paint)	11-50	EA	\$180.00
175	Directional Arrows (Paint)	51+	EA	\$160.00
176	Pavement Messages (Paint)	1-10	EA	\$200.00
177	Pavement Messages (Paint)	11-50	EA	\$180.00
178	Pavement Messages (Paint)	51+	EA	\$160.00

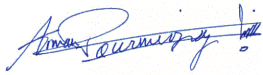
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$200.00
204	Preformed Symbol	1	EA	\$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$13.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$22,962.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	\$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	\$240.00
S-44	Speed Hump W/ Curbing	101+	FT	\$230.00
S-45	Speed Hump No Curbing	1-50	FT	\$240.00
S-46	Speed Hump No Curbing	51-100	FT	\$240.00
S-47	Speed Hump No Curbing	101+	FT	\$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$1,420.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: 



AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

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

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

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME:		
	PHONE (A/C, No, Ext): (407) 699-9930	FAX (A/C, No): (407) 699-5626	
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ohio Security Insurance Company		24082
	INSURER B : The Ohio Casualty Insurance Company		24074
	INSURER C : Ace American Insurance Company		22667
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0			USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	General Aggregate 2,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

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

AUTHORIZED REPRESENTATIVE

EXHIBIT "C"



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

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

AGREEMENT between CITY OF KISSIMMEE

And

Asphalt Paving Systems, Inc.

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and Asphalt Paving Systems, Inc., whose business address is 9021 Wire Road, Zephyrhills, FL 33540, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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:**
Robert Capoferri – President
9021 Wire Road
Zephyrhills, Florida 33540
20. **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.
21. **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 Asphalt Paving Systems, Inc.

By: _____

Title: Robert Capoferri, President

Date: 6/10/2022

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 10th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Robert Capoferri as President for Asphalt Paving Systems, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

Notary: _____

Print Name: Amanda Reichart

My Commission Expires: January 22, 2026

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	\$122,409.03
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	\$946.45
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	\$28.40
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	\$296.75
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	\$2.75
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	\$27.25
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	\$64.75
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	\$98.00
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	—
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	—
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	\$15.75

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

RC We do not take exception to Specifications.

(initial)

_____ We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)

COMPANY NAME Asphalt Paving Systems, Inc.
COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____

(signature)

Robert Capoferri, President

(typed name/title of signer)

DATE: 5/4/2022

EMAIL: FLEstimating@asphaltpavingsystems.com

TELEPHONE NO.: (813) 788-0010

FAX NO.: (813) 788-0020

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$ 153.07
6	Inlet Protection System	26-50	EA	\$ 153.07
7	Inlet Protection System	51-100+	EA	\$ 153.07
8	Floating Turbidity Barrier	1-200	LF	\$ 45.93
9	Floating Turbidity Barrier	201-500	LF	\$ 30.64
10	Floating Turbidity Barrier	501-1000+	LF	\$ 30.64
11	Staked Silt Fence	1-200	LF	\$ 7.70
12	Staked Silt Fence	201-500	LF	\$ 6.16
13	Staked Silt Fence	501+	LF	\$ 6.16
14	Clearing and Grubbing	1	AC	\$ 82,910.30
15	Curb and Gutter Removal	1-200	LF	\$ 36.03
16	Curb and Gutter Removal	201-500	LF	\$ 34.05
17	Curb and Gutter Removal	501+	LF	\$ 34.05
18	Miscellaneous Concrete Removal	1-200	SY	\$ 72.00
19	Existing Pipe Removal	1-200	LF	\$ 123.09
20	Existing Pipe Removal	201-500	LF	\$ 107.86
21	Existing Pipe Removal	501+	LF	\$ 107.86
22	Removal of Existing Pavement	1-200	SY	\$ 72.00
23	Removal of Existing Pavement	201-500	SY	\$ 66.22
24	Removal of Existing Pavement	501+	SY	\$ 66.22
25	Roadway Excavation	1-200	CY	\$ 69.30
26	Roadway Excavation	201-500	CY	\$ 56.76
27	Roadway Excavation	501+	CY	\$ 56.76
28	Swale Grading	1-200	LF	\$ 82.12
29	Swale Grading	201-500	LF	\$ 75.68
30	Swale Grading	501+	LF	\$ 75.68
31	Embankment (Truckload)	1-200	CY	\$ 97.79
32	Embankment (Truckload)	201-500	CY	\$ 94.60
33	Embankment (Truckload)	501+	CY	\$ 94.60
34	Flowable Fill	1-9	CY	\$ 974.60
35	Flowable Fill	10-18	CY	\$ 945.62
36	Flowable Fill	19-27+	CY	\$ 945.62
37	Asphaltic Base Course	1-200	TN	\$ 284.96
38	Asphaltic Base Course	201-500	TN	\$ 274.23
39	Asphaltic Base Course	501+	TN	\$ 274.23

40	Optional Base Group 1	1-200	SY	\$ 55.66
41	Optional Base Group 1	201-500	SY	\$ 55.66
42	Optional Base Group 1	501-1000+	SY	\$ 36.41
43	Optional Base Group 4	1-200	SY	\$ 61.22
44	Optional Base Group 4	201-500	SY	\$ 61.22
45	Optional Base Group 4	501-1000+	SY	\$ 41.97
46	Optional Base Group 6	1-200	SY	\$ 89.71
47	Optional Base Group 6	201-500	SY	\$ 89.71
48	Optional Base Group 6	501-1000+	SY	\$ 59.02
49	Optional Base Group 9	1-200	SY	\$ 95.32
50	Optional Base Group 9	201-500	SY	\$ 95.32
51	Optional Base Group 9	501-1000+	SY	\$ 64.57
52	Optional Base Group 11	1-200	SY	\$ 100.87
53	Optional Base Group 11	201-500	SY	\$ 100.87
54	Optional Base Group 11	501-1000+	SY	\$ 70.18
55	Milling (1")	1-200	SY	\$ 132.57
56	Milling (1")	201-500	SY	\$ 53.03
57	Milling (1")	501-1000+	SY	\$ 5.94
58	Milling (1.5")	1-200	SY	\$ 132.57
59	Milling (1.5")	201-500	SY	\$ 53.03
60	Milling (1.5")	501-1000+	SY	\$ 5.94
61	Milling (2")	1-200	SY	\$ 132.57
62	Milling (2")	201-500	SY	\$ 53.03
63	Milling (2")	501-1000+	SY	\$ 5.94
64	Milling (3")	1-200	SY	\$ 132.57
65	Milling (3")	201-500	SY	\$ 53.03
66	Milling (3")	501-1000+	SY	\$ 6.88
67	Milling (4")	1-200	SY	\$ 132.57
68	Milling (4")	201-500	SY	\$ 53.03
69	Milling (4")	501-1000+	SY	\$ 6.88
70	Milling (5")	1-200	SY	\$ 132.57
71	Milling (5")	201-500	SY	\$ 53.03
72	Milling (5")	501-1000+	SY	\$ 7.21
73	Milling (6")	1-200	SY	\$ 132.57
74	Milling (6")	201-500	SY	\$ 53.03
75	Milling (6")	501-1000+	SY	\$ 7.54
76	Type III Asphaltic Concrete	1-200	TN	\$ 230.00
77	Type III Asphaltic Concrete	201-500	TN	\$ 205.00
78	Type III Asphaltic Concrete	501+	TN	\$ 180.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$ 270.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$ 210.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$ 155.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$ 272.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$ 215.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$ 158.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$ 2,424.73
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$ 2,269.41

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 2,269.41
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$ 1,616.51
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$ 1,512.94
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$ 1,512.94
91	18" RCP CD - CI	1-200	LF	\$ 280.56
92	18" RCP CD - CI	201-500	LF	\$ 253.06
93	18" RCP CD - CI	501+	LF	\$ 253.06
94	Type "A" Curb	1-25	LF	\$ 109.25
95	Type "A" Curb	26-50	LF	\$ 70.73
96	Type "A" Curb	51-100+	LF	\$ 70.73
97	Type "B" Curb	1-20	LF	\$ 136.62
98	Type "B" Curb	26-50	LF	\$ 70.73
99	Type "B" Curb	51-100+	LF	\$ 70.73
100	Type "D" Curb	1-25	LF	\$ 109.29
101	Type "D" Curb	26-50	LF	\$ 70.73
102	Type "D" Curb	51-100+	LF	\$ 70.73
103	Type "E" Curb	1-25	LF	\$ 109.29
104	Type "E" Curb	26-50	LF	\$ 70.73
105	Type "E" Curb	51-100+	LF	\$ 70.73
106	Type "F" Curb	1-25	LF	\$ 109.29
107	Type "F" Curb	26-50	LF	\$ 70.73
108	Type "F" Curb	51-100+	LF	\$ 70.73
109	Valley Gutter	1-25	LF	\$ 136.62
110	Valley Gutter	26-50	LF	\$ 88.44
111	Valley Gutter	51-100+	LF	\$ 88.44
112	Traffic Separator - (4')	1-25	LF	\$ 136.62
113	Traffic Separator - (4')	26-50	LF	\$ 88.44
114	Traffic Separator - (4')	51-100+	LF	\$ 88.44
115	Traffic Separator - (6')	1-25	LF	\$ 163.90
116	Traffic Separator - (6')	26-50	LF	\$ 106.10
117	Traffic Separator - (6')	51-100+	LF	\$ 91.74
118	Traffic Separator - (width varies)	1-25	SY	\$ 160.88
119	Traffic Separator - (width varies)	26-50	SY	\$ 141.46
120	Traffic Separator - (width varies)	51-100+	SY	\$ 122.27
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$ 97.79
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$ 97.79
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$ 77.28
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$ 129.86
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$ 101.48
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$ 101.48
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$ 129.86
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$ 101.48
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$ 101.04
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$ 35.26
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$ 35.26
132	Detectable Warning Surfaces (Inset)	101+	SF	\$ 35.26
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$ 38.28

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$ 38.28
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$ 38.28
136	Sodding (Bahia)	1-200	SY	\$ 9.90
137	Sodding (Bahia)	201-500	SY	\$ 8.80
138	Sodding (Bahia)	501+	SY	\$ 5.50
139	Sodding (Floritam)	1-200	SY	\$ 12.10
140	Sodding (Floritam)	201-500	SY	\$ 11.00
141	Sodding (Floritam)	501+	SY	\$ 7.70
142	Loop Assembly, F&I - Type B	1	AS	\$ 5,720.00

Pavement Markings

143	Install Sign (single post)	1-5	EA	\$ 759.00
144	Install Sign (single post)	6-15	EA	\$ 695.75
145	Install Sign (single post)	16-30+	EA	\$ 670.45
146	Install Sign (multi-post)	1-5	EA	\$ 1,518.00
147	Install Sign (multi-post)	6-15	EA	\$ 1,391.50
148	Install Sign (multi- post)	16-30+	EA	\$ 1,239.70
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$ 10.35
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$ 6.90
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 5.75
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$ 1.84
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$ 1.38
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$ 0.81
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$ 1.84
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$ 1.38
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$ 0.81
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.75
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.60
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.98
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.83
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 11.50
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 10.35
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 9.20
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 2.88
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 2.30
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 1.73
170	6" Dotted Guide Lines (paint)	1-50	LF	\$ 2.88
171	6" Dotted Guide Lines (paint)	51-100	LF	\$ 2.30
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 1.73
173	Directional Arrows (Paint)	1-10	EA	\$ 46.00
174	Directional Arrows (Paint)	11-50	EA	\$ 34.50
175	Directional Arrows (Paint)	51+	EA	\$ 28.75
176	Pavement Messages (Paint)	1-10	EA	\$ 69.00
177	Pavement Messages (Paint)	11-50	EA	\$ 57.50
178	Pavement Messages (Paint)	51+	EA	\$ 40.25
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 3.45

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$ 2.30
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$ 1.73
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$ 3.34
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$ 2.88
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$ 2.30
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$ 3.34
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$ 2.88
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$ 2.30
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 8.05
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 6.90
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 5.75
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 8.63
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 7.48
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 6.33
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 16.10
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 13.80
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 11.50
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$ 2.88
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$ 2.59
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$ 2.30
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$ 2.88
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$ 2.59
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$ 2.30
203	Directional Arrows / Extru. Thermo.	1	EA	\$ 86.25
204	Preformed Symbol	1	EA	\$ 345.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$ 207.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$ 4.03
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$ 2.88
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$ 2.30
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$ 3.45
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$ 2.88
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$ 2.59
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$ 4.60
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$ 4.31
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$ 4.03
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$122,409.03
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	NB
216	Asphalt Recycling	10,001 - 50,000	SY	NB
217	Asphalt Recycling	50,001+	SY	NB
218	Recycling Agent	1 - 10,000	GAL	NB
219	Recycling Agent	10,001 - 50,000	GAL	NB
220	Recycling Agent	50,001+	GAL	NB
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	NB

222	Base Course HIPR	10,001 - 50,000	SY	NB
223	Base Course HIPR	50,001+	SY	NB
224	2" Complete HIPR	1 - 10,000	SY	NB
225	2" Complete HIPR	10,001 - 50,000	SY	NB
226	2" Complete HIPR	50,001+	SY	NB
227	Asphalt Recycling Agent	1 - 10,000	SY	NB
228	Asphalt Recycling Agent	10,001 - 50,000	SY	NB
229	Asphalt Recycling Agent	50,001+	SY	NB
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$ 355.00
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$ 305.00
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$ 260.00
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$ 4.40
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$ 3.65
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$ 3.05
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$ 5.75
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$ 4.95
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$ 946.45
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$ 5.55
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$ 3.30
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$ 3.05
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$ 6.75
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$ 5.10
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$ 28.40
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$ 13.25
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$ 7.65
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$ 7.10

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$ 13.75
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$ 8.25
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$ 7.90
S-22	Cement for Reclamation	1	TN	\$ 190.00
S-23	Emulsion for Reclamation	1	Gal	\$ 2.85
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$ 18.00
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$ 15.00
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$ 13.00
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ 296.75
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-27	Fog Seal	1- 10,000	SY	\$ 1.10
S-28	Fog Seal	10,001- 50,000	SY	\$ 0.85
S-29	Fog Seal	50,000+	SY	\$ 0.80
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ 2.75
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-30	Cape Seal	1- 10,000	SY	\$ 11.30
S-31	Cape Seal	10,001- 50,000	SY	\$ 8.25
S-32	Cape Seal	50,000+	SY	\$ 7.70
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ 27.25
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$ 24.55
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$ 20.70
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$ 19.50
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ 64.75
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-36	Crack Filling/Sealing	1-500	GAL	\$ 35.00
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$ 33.00
S-38	Crack Filling/Sealing	1,001+	GAL	\$ 30.00

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$ 98.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-39	Asphalt Rejuvenator	1-50,000	SY	NB
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	NB
S-41	Asphalt Rejuvenator	100,001+	SY	NB
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-42	Speed Hump W/ Curbing	1-50	FT	NB
S-43	Speed Hump W/ Curbing	51-100	FT	NB
S-44	Speed Hump W/ Curbing	101+	FT	NB
S-45	Speed Hump No Curbing	1-50	FT	NB
S-46	Speed Hump No Curbing	51-100	FT	NB
S-47	Speed Hump No Curbing	101+	FT	NB
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-48	Slurry Seal	1-10,000	SY	\$ 6.00
S-49	Slurry Seal	10,001 - 50,000	SY	\$ 5.10
S-50	Slurry Seal	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$ 15.75

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _Asphalt Paving Systems, Inc._

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	\$122,409.03
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	\$946.45
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	\$28.40
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	\$296.75
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	\$2.75
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	\$27.25
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	\$64.75
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	\$98.00
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	—
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	—
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	\$15.75

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

RC We do not take exception to Specifications.

(initial)

_____ We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)

COMPANY NAME Asphalt Paving Systems, Inc.
COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____

(signature)

Robert Capoferri, President

(typed name/title of signer)

DATE: 5/4/2022

EMAIL: FLEstimating@asphaltpavingsystems.com

TELEPHONE NO.: (813) 788-0010

FAX NO.: (813) 788-0020

March 21, 2022

Addendum No. 1

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:

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

Vendor Link

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

To ensure correct information formatting:

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

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

DemandStar:

To ensure correct information formatting:

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

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

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

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

Non-Mandatory Pre-bid Meeting Update

The scheduled Non-Mandatory Pre-bid Meeting located at the Kissimmee City Hall on April 13, 2022 at 10:00AM has been moved to a teleconference platform.

You are invited to a Zoom meeting.

Topic: IFB2022-002 Alternative Paving Methods Non-Mandatory Pre-bid Meeting

Time: Apr 13, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87363894003?pwd=bERuZDMwV1pjNXNXdTRrN2lZZmZGdz09>

Meeting ID: 873 6389 4003

Passcode: jKGz8E

One tap mobile

+13017158592,,87363894003# US (Washington DC)

+13126266799,,87363894003# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 873 6389 4003

Find your local number: <https://us02web.zoom.us/j/87363894003?pwd=bERuZDMwV1pjNXNXdTRrN2lZZmZGdz09>

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME

Asphalt Paving Systems, Inc

COMPANY ADDRESS

9021 Wire Road Zephyrhills, FL 33540

BY:

DATE: 5/4/2022

(signature)

Robert Capoferri, President

EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)



March 25, 2022

Addendum No. 2

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:

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

1. Does the City have an annual estimate/budget for this Contract?

Answer:

- Road Resurfacing \$500K - \$1 Million annually
- ADA Improvements Projects \$500K annually
- The City may have additional Capital Roadway Projects that will be funded separately by the City or Grant funding.

2. How many Contractors is the City anticipating on awarding this to?

Answer: Two or Three Contractors.

3. Has this Term Contract been awarded in the past? If so, can you provide the ITB# and name of the Contract and the awardees?

Answer: No.

4. Does the City have the Bid Form of pay items available in excel format?

Answer: See Attachment C "workbook" along with this Addendum.

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) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME

Asphalt Paving Systems, Inc

COMPANY ADDRESS

9021 Wire Road Zephyrhills, FL 33540

BY: (signature)

DATE: 5/4/2022

Robert Capoferri, President

EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)



March 30, 2022

Addendum No. 3

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:

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

1. Would the City consider adding an asphalt price index adjustment similar to that used by FDOT due to the current volatility in the market?

Answer: Yes. The City will use the FDOT's Fuel and Asphalt / Bituminous Average Price Index

2. Is this solicitation/contract able to be piggybacked by another city/county?

Answer: Yes

3. Does the Contractor need to bid on all Contract Items, or can we provide select pricing for items that fall in our company's ability?

Answer: No. The Contractor does not need to bid on all Contract Items. The contractor may also elect to use subcontractors for items that fall outside their company's ability.

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME Asphalt Paving Systems, Inc

COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

BY: _____ DATE: 5/4/2022

(signature)

Robert Capoferri, President

(typed name/title of signer)

EMAIL: FLEstimating@asphaltpavingsystems.com



April 25, 2022

Addendum No. 4

Project: Alternative Paving Methods
Bid No: IFB2022-002

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 Payment bond required on this IFB?

Answer: Payment bond will be required when applicable and contractor will be given ample time to obtain payment bond.

2. What will be the average work order amount?

Answer: The average work order amount will depend on the size and location of the project.

3. How is the \$10,000 Performance bond being calculated? Is it driven from the average work order?

Answer: **Revision 2.10 BOND REQUIREMENT: This bid requires the following bond:**

The selected Bidder may be required to furnish Payment and Performance Bonds to the City of Kissimmee per Florida Statutes, Section 255.05 equal to 100 percent of the total amount of each project/task. Bond forms will be furnished by the City and only those forms will be used. Per Florida Statute 255.05, upon approval and award of the project, the performance and payment bonds are required to be recorded by the awarded contractor in the public records of Osceola County, Florida. An original or certified copy of the bonds must be returned to the City of Kissimmee Finance Department. A surety company, authorized to do business in the State of Florida and acceptable to the City of Kissimmee, shall sign the bonds. The bonds shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, which shall occur last. The City of Kissimmee shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statutes.

4. Based on the bid package and its requirements, it is required that all contractors must be FDOT prequalified in respective pay items which they submit a bid. **Question: Is**

Flexible paving qualification is required for a contractor who is FDOT pre-qualified and certified on categories such as Drainage Driveway, Sidewalk, grading, grassing and etc, and who is not certified in flexible paving, but will face minor flexible paving **incidental** to his/her respective work such as the concrete/ drainage service as respective pay items such as ADA work or removal and replacement of curb? (Such as hot in place, pothole repair/ infrared asphalt recycling, heating in place repair and asphalt repair in front of curb or ADA concrete, Speed hump and drainage work). Considering that FDOT flexible paving qualifications are for long stretch of roadways and doesn't apply for the above-mentioned examples and small repair areas. **Do the contractors need to be FDOT flexible paving prequalified to perform small repair areas and incidental work to their respective work?** Please clarify.

Answer: No.

5. Is subcontracting allowed or not?

Answer: Subcontractor pricing will not be allowed during the bidding process. Once the contract is awarded the prime contractor will be allowed to use subcontractor for minor tasks on the work order.

6. Will the award be per Section or based on pricing the contractor will be awarded? Or will they be awarded what they are specialized in?

Answer: Sections are based off the prime's specialty.

7. Based on average work order from previous years, what are the amount for paving has the city done?

Answer: The City has not had a contract like this in the past. This will depend on the size and location of the project.

8. There are conflicting requirements in the bid for contractor qualifications. Will 5 projects in the last 2 years be acceptable for contractor qualifications?

Answer: Yes.

9. Since the term of the contract is through 2025, how will price adjustments be handled?

Answer: Price adjustments will be re-evaluated yearly.

10. Per General Requirement 4 Task Authorization Process, The contractor is to provide a price based on a City provided Scope of work for the individual project. Is the contractor bound to use the unit prices stipulated in the bid or will the contractor be able to adjust their pricing based on the specific scope of work provided for the task?

Answer: No. The contractor must honor the unit price stipulated in the bid.

11. The bid requires that the contractor have 3 reclaimers "on hand at time of bid". There is no need for there to be 3 reclaimers onsite at any time. Can this requirement be changed to the contractor having 2 reclaimers?

Answer: Yes. This requirement can be changed to only have 2 reclaimers.

12. Is a bid bond required to be submitted with the bid? If not, does a letter of surety from our bonding company need to accompany the bid?

Answer: A bid bond is not required with submittal nor a letter of surety as this is a Task Authorization process and a performance bond is required prior to commencement of any work assigned.

13. Does the City have an annual estimate/budget for this Contractor?

Answer: See Addendum No. 2 Question 1.

14. How many Contractors is the City anticipating on awarding this to?

Answer: See Addendum No. 2 Question 2.

15. Has the Term Contract been awarded in the past? If so, can you provide the ITB# and the name of the Contract and the awardees?

Answer: No.

16. Does the City have the Bid Form of pay items available in excel format?

Answer: See Attachment C "workbook" along with Addendum No. 2.

17. Does the Contractor need to bid on all Contract Items, or can we provide select pricing for items that fall in out company's ability?

Answer: See Addendum No. 3 Question 3.

18. Is a Bid Bond or Performance Bond required with the bid submittal?

Answer: See answer in Question 12.

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME

Asphalt Paving Systems, Inc

COMPANY ADDRESS

9021 Wire Road Zephyrhills, FL 33540

BY: _____

DATE: 5/4/2022

(signature)

Robert Capoferri, President

EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name) _____ being an authorized representative of lawful age,
who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced _____

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$ 153.07
6	Inlet Protection System	26-50	EA	\$ 153.07
7	Inlet Protection System	51-100+	EA	\$ 153.07
8	Floating Turbidity Barrier	1-200	LF	\$ 45.93
9	Floating Turbidity Barrier	201-500	LF	\$ 30.64
10	Floating Turbidity Barrier	501-1000+	LF	\$ 30.64
11	Staked Silt Fence	1-200	LF	\$ 7.70
12	Staked Silt Fence	201-500	LF	\$ 6.16
13	Staked Silt Fence	501+	LF	\$ 6.16
14	Clearing and Grubbing	1	AC	\$ 82,910.30
15	Curb and Gutter Removal	1-200	LF	\$ 36.03
16	Curb and Gutter Removal	201-500	LF	\$ 34.05
17	Curb and Gutter Removal	501+	LF	\$ 34.05
18	Miscellaneous Concrete Removal	1-200	SY	\$ 72.00
19	Existing Pipe Removal	1-200	LF	\$ 123.09
20	Existing Pipe Removal	201-500	LF	\$ 107.86
21	Existing Pipe Removal	501+	LF	\$ 107.86
22	Removal of Existing Pavement	1-200	SY	\$ 72.00
23	Removal of Existing Pavement	201-500	SY	\$ 66.22
24	Removal of Existing Pavement	501+	SY	\$ 66.22
25	Roadway Excavation	1-200	CY	\$ 69.30
26	Roadway Excavation	201-500	CY	\$ 56.76
27	Roadway Excavation	501+	CY	\$ 56.76
28	Swale Grading	1-200	LF	\$ 82.12
29	Swale Grading	201-500	LF	\$ 75.68
30	Swale Grading	501+	LF	\$ 75.68
31	Embankment (Truckload)	1-200	CY	\$ 97.79
32	Embankment (Truckload)	201-500	CY	\$ 94.60
33	Embankment (Truckload)	501+	CY	\$ 94.60
34	Flowable Fill	1-9	CY	\$ 974.60
35	Flowable Fill	10-18	CY	\$ 945.62
36	Flowable Fill	19-27+	CY	\$ 945.62
37	Asphaltic Base Course	1-200	TN	\$ 284.96
38	Asphaltic Base Course	201-500	TN	\$ 274.23
39	Asphaltic Base Course	501+	TN	\$ 274.23

40	Optional Base Group 1	1-200	SY	\$ 55.66
41	Optional Base Group 1	201-500	SY	\$ 55.66
42	Optional Base Group 1	501-1000+	SY	\$ 36.41
43	Optional Base Group 4	1-200	SY	\$ 61.22
44	Optional Base Group 4	201-500	SY	\$ 61.22
45	Optional Base Group 4	501-1000+	SY	\$ 41.97
46	Optional Base Group 6	1-200	SY	\$ 89.71
47	Optional Base Group 6	201-500	SY	\$ 89.71
48	Optional Base Group 6	501-1000+	SY	\$ 59.02
49	Optional Base Group 9	1-200	SY	\$ 95.32
50	Optional Base Group 9	201-500	SY	\$ 95.32
51	Optional Base Group 9	501-1000+	SY	\$ 64.57
52	Optional Base Group 11	1-200	SY	\$ 100.87
53	Optional Base Group 11	201-500	SY	\$ 100.87
54	Optional Base Group 11	501-1000+	SY	\$ 70.18
55	Milling (1")	1-200	SY	\$ 132.57
56	Milling (1")	201-500	SY	\$ 53.03
57	Milling (1")	501-1000+	SY	\$ 5.94
58	Milling (1.5")	1-200	SY	\$ 132.57
59	Milling (1.5")	201-500	SY	\$ 53.03
60	Milling (1.5")	501-1000+	SY	\$ 5.94
61	Milling (2")	1-200	SY	\$ 132.57
62	Milling (2")	201-500	SY	\$ 53.03
63	Milling (2")	501-1000+	SY	\$ 5.94
64	Milling (3")	1-200	SY	\$ 132.57
65	Milling (3")	201-500	SY	\$ 53.03
66	Milling (3")	501-1000+	SY	\$ 6.88
67	Milling (4")	1-200	SY	\$ 132.57
68	Milling (4")	201-500	SY	\$ 53.03
69	Milling (4")	501-1000+	SY	\$ 6.88
70	Milling (5")	1-200	SY	\$ 132.57
71	Milling (5")	201-500	SY	\$ 53.03
72	Milling (5")	501-1000+	SY	\$ 7.21
73	Milling (6")	1-200	SY	\$ 132.57
74	Milling (6")	201-500	SY	\$ 53.03
75	Milling (6")	501-1000+	SY	\$ 7.54
76	Type III Asphaltic Concrete	1-200	TN	\$ 230.00
77	Type III Asphaltic Concrete	201-500	TN	\$ 205.00
78	Type III Asphaltic Concrete	501+	TN	\$ 180.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$ 270.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$ 210.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$ 155.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$ 272.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$ 215.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$ 158.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$ 2,424.73
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$ 2,269.41

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 2,269.41
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$ 1,616.51
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$ 1,512.94
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$ 1,512.94
91	18" RCP CD - CI	1-200	LF	\$ 280.56
92	18" RCP CD - CI	201-500	LF	\$ 253.06
93	18" RCP CD - CI	501+	LF	\$ 253.06
94	Type "A" Curb	1-25	LF	\$ 109.25
95	Type "A" Curb	26-50	LF	\$ 70.73
96	Type "A" Curb	51-100+	LF	\$ 70.73
97	Type "B" Curb	1-20	LF	\$ 136.62
98	Type "B" Curb	26-50	LF	\$ 70.73
99	Type "B" Curb	51-100+	LF	\$ 70.73
100	Type "D" Curb	1-25	LF	\$ 109.29
101	Type "D" Curb	26-50	LF	\$ 70.73
102	Type "D" Curb	51-100+	LF	\$ 70.73
103	Type "E" Curb	1-25	LF	\$ 109.29
104	Type "E" Curb	26-50	LF	\$ 70.73
105	Type "E" Curb	51-100+	LF	\$ 70.73
106	Type "F" Curb	1-25	LF	\$ 109.29
107	Type "F" Curb	26-50	LF	\$ 70.73
108	Type "F" Curb	51-100+	LF	\$ 70.73
109	Valley Gutter	1-25	LF	\$ 136.62
110	Valley Gutter	26-50	LF	\$ 88.44
111	Valley Gutter	51-100+	LF	\$ 88.44
112	Traffic Separator - (4')	1-25	LF	\$ 136.62
113	Traffic Separator - (4')	26-50	LF	\$ 88.44
114	Traffic Separator - (4')	51-100+	LF	\$ 88.44
115	Traffic Separator - (6')	1-25	LF	\$ 163.90
116	Traffic Separator - (6')	26-50	LF	\$ 106.10
117	Traffic Separator - (6')	51-100+	LF	\$ 91.74
118	Traffic Separator - (width varies)	1-25	SY	\$ 160.88
119	Traffic Separator - (width varies)	26-50	SY	\$ 141.46
120	Traffic Separator - (width varies)	51-100+	SY	\$ 122.27
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$ 97.79
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$ 97.79
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$ 77.28
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$ 129.86
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$ 101.48
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$ 101.48
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$ 129.86
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$ 101.48
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$ 101.04
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$ 35.26
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$ 35.26
132	Detectable Warning Surfaces (Inset)	101+	SF	\$ 35.26
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$ 38.28

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$ 38.28
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$ 38.28
136	Sodding (Bahia)	1-200	SY	\$ 9.90
137	Sodding (Bahia)	201-500	SY	\$ 8.80
138	Sodding (Bahia)	501+	SY	\$ 5.50
139	Sodding (Floritam)	1-200	SY	\$ 12.10
140	Sodding (Floritam)	201-500	SY	\$ 11.00
141	Sodding (Floritam)	501+	SY	\$ 7.70
142	Loop Assembly, F&I - Type B	1	AS	\$ 5,720.00

Pavement Markings

143	Install Sign (single post)	1-5	EA	\$ 759.00
144	Install Sign (single post)	6-15	EA	\$ 695.75
145	Install Sign (single post)	16-30+	EA	\$ 670.45
146	Install Sign (multi-post)	1-5	EA	\$ 1,518.00
147	Install Sign (multi-post)	6-15	EA	\$ 1,391.50
148	Install Sign (multi- post)	16-30+	EA	\$ 1,239.70
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$ 10.35
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$ 6.90
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 5.75
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$ 1.84
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$ 1.38
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$ 0.81
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$ 1.84
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$ 1.38
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$ 0.81
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.75
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.60
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.98
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.83
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 11.50
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 10.35
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 9.20
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 2.88
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 2.30
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 1.73
170	6" Dotted Guide Lines (paint)	1-50	LF	\$ 2.88
171	6" Dotted Guide Lines (paint)	51-100	LF	\$ 2.30
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 1.73
173	Directional Arrows (Paint)	1-10	EA	\$ 46.00
174	Directional Arrows (Paint)	11-50	EA	\$ 34.50
175	Directional Arrows (Paint)	51+	EA	\$ 28.75
176	Pavement Messages (Paint)	1-10	EA	\$ 69.00
177	Pavement Messages (Paint)	11-50	EA	\$ 57.50
178	Pavement Messages (Paint)	51+	EA	\$ 40.25
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 3.45

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$ 2.30
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$ 1.73
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$ 3.34
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$ 2.88
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$ 2.30
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$ 3.34
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$ 2.88
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$ 2.30
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 8.05
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 6.90
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 5.75
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 8.63
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 7.48
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 6.33
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 16.10
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 13.80
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 11.50
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$ 2.88
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$ 2.59
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$ 2.30
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$ 2.88
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$ 2.59
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$ 2.30
203	Directional Arrows / Extru. Thermo.	1	EA	\$ 86.25
204	Preformed Symbol	1	EA	\$ 345.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$ 207.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$ 4.03
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$ 2.88
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$ 2.30
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$ 3.45
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$ 2.88
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$ 2.59
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$ 4.60
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$ 4.31
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$ 4.03
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$122,409.03
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	NB
216	Asphalt Recycling	10,001 - 50,000	SY	NB
217	Asphalt Recycling	50,001+	SY	NB
218	Recycling Agent	1 - 10,000	GAL	NB
219	Recycling Agent	10,001 - 50,000	GAL	NB
220	Recycling Agent	50,001+	GAL	NB
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	NB

222	Base Course HIPR	10,001 - 50,000	SY	NB
223	Base Course HIPR	50,001+	SY	NB
224	2" Complete HIPR	1 - 10,000	SY	NB
225	2" Complete HIPR	10,001 - 50,000	SY	NB
226	2" Complete HIPR	50,001+	SY	NB
227	Asphalt Recycling Agent	1 - 10,000	SY	NB
228	Asphalt Recycling Agent	10,001 - 50,000	SY	NB
229	Asphalt Recycling Agent	50,001+	SY	NB
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$ 355.00
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$ 305.00
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$ 260.00
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$ 4.40
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$ 3.65
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$ 3.05
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$ 5.75
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$ 4.95
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$ 946.45
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$ 5.55
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$ 3.30
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$ 3.05
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$ 6.75
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$ 5.10
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$ 28.40
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$ 13.25
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$ 7.65
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$ 7.10

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$ 13.75
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$ 8.25
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$ 7.90
S-22	Cement for Reclamation	1	TN	\$ 190.00
S-23	Emulsion for Reclamation	1	Gal	\$ 2.85
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$ 18.00
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$ 15.00
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$ 13.00
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ 296.75
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-27	Fog Seal	1- 10,000	SY	\$ 1.10
S-28	Fog Seal	10,001- 50,000	SY	\$ 0.85
S-29	Fog Seal	50,000+	SY	\$ 0.80
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ 2.75
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-30	Cape Seal	1- 10,000	SY	\$ 11.30
S-31	Cape Seal	10,001- 50,000	SY	\$ 8.25
S-32	Cape Seal	50,000+	SY	\$ 7.70
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ 27.25
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$ 24.55
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$ 20.70
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$ 19.50
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ 64.75
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-36	Crack Filling/Sealing	1-500	GAL	\$ 35.00
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$ 33.00
S-38	Crack Filling/Sealing	1,001+	GAL	\$ 30.00

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$ 98.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-39	Asphalt Rejuvenator	1-50,000	SY	NB
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	NB
S-41	Asphalt Rejuvenator	100,001+	SY	NB
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-42	Speed Hump W/ Curbing	1-50	FT	NB
S-43	Speed Hump W/ Curbing	51-100	FT	NB
S-44	Speed Hump W/ Curbing	101+	FT	NB
S-45	Speed Hump No Curbing	1-50	FT	NB
S-46	Speed Hump No Curbing	51-100	FT	NB
S-47	Speed Hump No Curbing	101+	FT	NB
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-48	Slurry Seal	1-10,000	SY	\$ 6.00
S-49	Slurry Seal	10,001 - 50,000	SY	\$ 5.10
S-50	Slurry Seal	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$ 15.75

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _Asphalt Paving Systems, Inc._

Attachment D

BIDDER'S PERSONNEL LIST

The Bidder shall indicate on this form all personnel currently employed by the Contractor to be utilized in the performance of this Scope of Work.

MANAGER/SUPERINTENDENT: (For each individual listed, indicate the total years employed by bidder & in this field.)

Name	Years Employed	Years in Field
1. <u>TBD by each work order</u> <u>Can be submitted prior to work starting</u>		

EMPLOYEE/WORK CREW:

2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if necessary to include all personnel.

(PLEASE SEE ATTACHED)

Attachment E

BIDDER'S EQUIPMENT LIST

ITEM	MODEL/YEAR	MANUFACTURER
1. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
2. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
3. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
4. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
5. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
6. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
7. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
8. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
9. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
10. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
11. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
12. _____ Owned by Bidder: _____	_____ OR Leased from: _____	_____ _____
Owned by Bidder: _____	OR Leased from: _____	_____

Attach additional pages if necessary to include all equipment

BIDDER'S PREVIOUS EXPERIENCE LIST

The Bidder shall indicate at least five (5) recent Agreements of a non-residential nature, completed or in progress by the Bidder, including, but not limited to, any previous experience similar in size and scope to the Scope of Work indicated in this Invitation to Bid. ***Do not include projects completed or currently underway with the City of Kissimmee.***

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Attachment G

NOTICE

IFB2022-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

____ Cannot supply at this time

____ Suitable, but engaged in other work

____ Quantity too small

____ Cannot meet required minimum

____ Opening date does not allow sufficient time to complete

____ Equivalent not presently available

____ Other reasons or remarks: _____

Signature

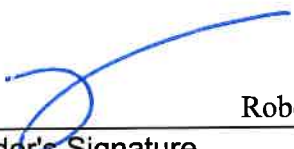
Attachment H

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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.

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



Vendor's Signature Robert Capoferri, President

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

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

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM	FAX (A/C, No): 609 567-2824
	PHONE (A/C, No, Ext): 609 561-4161	E-MAIL ADDRESS: cmoresco@mckeerisk.com
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	1000025864221	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		1000008480221	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$		1000586980221	04/01/2022	04/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000004574	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE





9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

EQUIPMENT LIST

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
2	Wirtgen	2019	CR3800	Road Profiler / Recycler
2	Wirtgen	2018	210-I	Road Profiler / Recycler
6	Wirtgen	2018	WR250	Reclaimer/Recycler
1	Wirtgen	2017	2000	Cold Planer
2	Wirtgen	2018	150	Cold Planer
1	Caterpillar	2016	D5	Dozer
7	Caterpillar	2017	12M	Grader
6	Caterpillar	2018	14M	Grader
1	Caterpillar	2017	95G	Rubber Tire Loader
3	Caterpillar	2008	938G	Rubber Tire Loader
2	Caterpillar	2010	936F	Rubber Tire Loader
1	Caterpillar	2013	325BL	Hydraulic Excavator
7	Caterpillar	2018	420F	Backhoe
2	Caterpillar	2017	415F	Backhoe
2	Caterpillar	2015	655	Paver
6	Caterpillar	2013	1055	Paver
1	Caterpillar	2016	534	Asphalt Roller
1	Ingersoll Rand	1999	DD90	Asphalt Roller
1	Caterpillar	2016	214C	Asphalt Roller
2	Caterpillar	2016	224C	Asphalt Roller
1	Ingersoll Rand	2009	DD110	Asphalt Roller
3	Caterpillar	2014	CB-64	Roller
8	Caterpillar	2012	534XW	Roller
7	Caterpillar	2007	563C	Roller
1	Caterpillar	2012	433C	Roller
2	Etnyre	2016		Distributor
8	Etnyre	2016		Distributor
10	Western Star	2019	9500	Triaxle Dump Truck
1	Western Star	2019	9500	Triaxle Dump Truck
1	Western Star	2019	9500	Tandem Dump Truck
2	Western Star	2019	9500	Tractor
2	Western Star	2019	9500	Tractor
2	Western Star	2019	9500	Tractor
3	Western Star	2019	9500	Water Truck
5	Western Star	2019	9500	Lowbed Trailer
6				Emulsion Tanker
2	East			Dump Trailer
1	Athey	2014	2TE4DHL	Sweeper
2	Caterpillar	2018	853C	Cold Planer
4	Caterpillar	2003	PS180	Rubber Tire Roller
1	Dynapac	2016	CP271	Rubber Tire Roller
8	Caterpillar	2012	PS360	Rubber Tire Roller
5	Ford	2013-2018	F-9000	Cement Truck
2	Weilte	2016	E-1250	Transfer Vehicle

Additional Equipment Provided Upon Request



9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

Equipment List

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
9	Bergkamp	2017-2018	M-310	Paver
8	Bergkamp	2017	M-1	Mobil Mix Paver
6	Bergkamp	2018	M-1	Mobil Mix Paver
3	Bergkamp	2018	M-1	Mobil Mix Paver
4	Bergkamp	2020	M-1	Paver
4	Bergkamp	2004	L-9000	Mobile Support
12	(13 CY)	2010	L-9000	Trucks
2	Bergkamp	2008	L-9000	Mobile Support
	(21 CY)		L-9000	Trailers
19	Ford	2015-2019	F450	Stake Body
28	Ford	2014-2019	F450	Utility Body
12	Ford	2014-2019	F450	Crew Cabs
4	Athey Mobil	2015		Broom
9	CAT	2015	PS-130	Rubber Tire Roller
6	CAT	2011-2016	PS-360	Rubber Tire Roller
8	CAT	2014	936g	Wheel Loader
13	CAT	2014-2108	938m	Loader
1	CAT	2019	938m	Loader
2	CAT	2018	926g	Loader
16	Etnyre	2016	Series 6000	Bulk Tanker
12	Fruehauf	1992	6000 gal	Bulk Tanker
14	Heil	1991	6500	Bulk Tanker
16	Etnyre	1990	6000	Bulk Tanker
4	Etnyre	2018	Centenial	Oil Distributor
			(2000)	
6	Etnyre	2018-2020	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2014	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2015-2020	Black Topper	Oil Distributor
			(4000)	
1	Etnyre	2017	Model 4WD	Chipper (10-20')
3	Etnyre	2017	Model 4WD	Chipper (11-22')

Additional Equipment Provided Upon Request

Experience of Key Individuals

Asphalt Paving Systems, Inc. – Experience of Key Individuals

Individual's Name	Title	Exp.
Robert Capoferri	CEO	31
Kenneth Messina	Operations Manager	26
Robert Bevilacqua	Project Manager	32
Dave Gannon	Project Manager	28
Thomas Donald	Regional Manager	29
Dennis Williams	Superintendent	22
Leon Rubba	Equipment Operator	11
Jeff Daunoras	Equipment Operator	26
Jay Jewett	Foreman	18
Mike Mobley	Laborer	8
Kenny Cooper	Foreman	10

State of Florida

Department of State

I certify from the records of this office that ASPHALT PAVING SYSTEMS, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on December 4, 2009.

The document number of this corporation is F09000004816.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 20, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of January,
2022*



Randy M. Be
Secretary of State

Tracking Number: 6541290385CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/21/2021 8:08:58 AM EST

[Return to Inquiry Menu](#)

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2022	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010
WORK CLASSES		
DRAINAGE		
GRADING		
* JOINT AND CRACK SEALING		
FLEXIBLE PAVING		
HOT PLANT-MIXED BITUM. COURSES		



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-
955-4357 or email: [Service Desk](#)
Send Prequalification Questions or Comments to [Contracts](#)
[Administration Office](#)
[Internet Privacy Policy, Disclaimers & Credits](#)



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

P.O. Box 530

6 City, state, and ZIP code

Hammonton, NJ 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 3 7 8 7 7 5 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **2.23.2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 \$1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 \$350,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 \$5,000,000

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Loudon Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 \$ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 \$2,000,000

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd. New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 \$ 2,012,572.09
Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South Gulfport, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 371,000.00
Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 905,428.30
Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 \$ 1,522,454.01

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 \$391,557.40

Micro Surfacing & Crack Seal References

1.

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date	7/5/16 - Current
Email	lestranglec@stlucieco.org

2.

Project Name	Annual Micro Surfacing
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	CHIP / FOG/MICRO/CAPE SEAL
Date	2019-2020
Email	Shane.King@Osceola.org

3.

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
Date	Jan-19
Email	sleblanc@ci.zephyrhills.fl.us

5.

Project Name	2017 Roadway Resurfacing and Striping
Owner	City of Seminole
Contact	Jeremy Hockenbury
Address	9199 113th Street N
	Seminole, FL 33772
Telephone Number	727-397-6383
Project Description	MICRO / CRACK SEAL / SP 9.5
Date & Amount	7/1/17 - \$155,000
Email	jhockenbury@myseminole.com

- | | | |
|-----|---------------------|--|
| 6. | Project Name | Annual Microsurfacing Project |
| | Owner | City of Ft. Lauderdale |
| | Contact | Barbara Howell |
| | Address | 100 N. Andrews Avenue |
| | | Fort Lauderdale |
| | Telephone Number | 954-828-4505 |
| | Project Description | MICRO / CRACK SEAL |
| | Date | December 5th 2017-2019 |
| | Email | bhowell@fortlauderdale.gov |
| | | |
| 7. | Project Name | Annual Pavement Preservation Treatments |
| | Owner | City of Lakeland |
| | Contact | Troy McCain |
| | Address | 407 Fairway Drive |
| | | Lakeland, FL 33801 |
| | Telephone Number | 863-834-3306 |
| | Project Description | MICRO / CRACK SEAL/CAPE SEAL |
| | Date & Amount | Jan-19 |
| | Email | troy.mccain@lakelandgov.net |
| | | |
| 8. | Project Name | Pavement Alternative Methods (term contract) |
| | Owner | Polk County |
| | Contact | Katia Delgado |
| | Address | 300 Sheffield Road |
| | | Winter Haven, FL 33880 |
| | Telephone Number | 863-393-4114 |
| | Project Description | CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL |
| | Date & Amount | 5/30/17 -2019 \$3,000,000 |
| | Email | KatiaDelgado@polk-county.net |
| | | |
| 9. | Project Name | RFB RD 95-15 Pavement Preservation |
| | Owner | Okaloosa County |
| | Contact | Bryan Moore |
| | Address | 302 N. Wilson Street, Suite 203 |
| | | Crestview, FL 32526 |
| | Telephone Number | 850-689-5772 |
| | Project Description | CHIP / MICRO / CRACK SEAL |
| | Date | Apr-19 |
| | Email | bmoore@co.okaloosa.fl.us |
| | | |
| 10. | Project Name | Yearly Road Building Services |
| | Owner | Manatee County |
| | Contact | Brian Martineau |

	Address	1026 26th Avenue E Bradenton, FL 34208
	Telephone Number	941-720-1085
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	3/1/16 -2019 \$850,000.00
	Email	brian.martineau@mymanatee.org
11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-2019
	Email	jduffy@eismanrusso.com
12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019
	Email	arturo.sivilla@talgov.com
13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Loudon Avenue, 2nd Floor Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018
14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Asphalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 \$3,391,350.00 Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 \$5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 \$601,660.00 clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 \$728,042.00

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the <employer_name> (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1215880

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1215880

Approved by:

Employer Asphalt Paving Systems, Inc.	
Name (Please Type or Print) Michelle Donio	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017



Company ID Number: 1215880

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asphalt Paving Systems, Inc.
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)

Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561-4161 ext. 207
Fax Number (609) 567-2824
Email Address mdonio@asphaltpavingqsystems.com

Name Tammi Massey
Phone Number (609) 561-4161 ext. 214
Fax Number (609) 567-2824
Email Address tmassey@asphaltpavingqsystems.com

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT "C"



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

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

AGREEMENT between CITY OF KISSIMMEE

And

CULTER Repaving, Inc.

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and CULTER Repaving, Inc., whose business address is 921 E 27th Street, Lawrence, KS 66046-4917, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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:

Charles R. Veskerna – President
921 E 27th Street
Lawrence, Kansas 66046-4917

20. **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.
21. **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: Charles Vesker

Title: President

Date: June 9, 2022

STATE OF ~~FLORIDA~~ KANSAS

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2022, by means of ☒ physical presence or ☐ online notarization, by CHARLES VESKER as PRESIDENT for CUTLER REPAIRING, INC., a ~~Florida~~ DELAWARE corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Jennifer J. Nelson

Print Name: JENNIFER J. NELSON

My Commission Expires: 6/27/24

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner
Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>7,883.50</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>-</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>-</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>-</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>-</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>-</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>-</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>-</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>-</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>-</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>-</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1-4 (IF APPLICABLE)

Charles R. Veskerna
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

CV We do not take exception to Specifications.

(initial)

 We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)

COMPANY NAME
COMPANY ADDRESS

Cutler Repaving, Inc.
921 E 27th St
Lawrence, KS 66046-4917

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: Charles R. Veskerna
(signature)
Charles R. Veskerna President
(typed name/title of signer)

DATE: May 5, 2022
EMAIL: bveskerna@cutlerrepaving.com

TELEPHONE NO.: () 785-843-1524

FAX NO.: () 785-843-3942

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	2.00
2	Night Work Mobilization	1	%	6.00
3	Maintenance of Traffic	1	%	4.50
4	Maintenance of Traffic Nightwork	1	%	12.50
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	no bid
6	Inlet Protection System	26-50	EA	no bid
7	Inlet Protection System	51-100+	EA	no bid
8	Floating Turbidity Barrier	1-200	LF	no bid
9	Floating Turbidity Barrier	201-500	LF	no bid
10	Floating Turbidity Barrier	501-1000+	LF	no bid
11	Staked Silt Fence	1-200	LF	no bid
12	Staked Silt Fence	201-500	LF	no bid
13	Staked Silt Fence	501+	LF	no bid
14	Clearing and Grubbing	1	AC	no bid
15	Curb and Gutter Removal	1-200	LF	no bid
16	Curb and Gutter Removal	201-500	LF	no bid
17	Curb and Gutter Removal	501+	LF	no bid
18	Miscellaneous Concrete Removal	1-200	SY	no bid
19	Existing Pipe Removal	1-200	LF	no bid
20	Existing Pipe Removal	201-500	LF	no bid
21	Existing Pipe Removal	501+	LF	no bid
22	Removal of Existing Pavement	1-200	SY	no bid
23	Removal of Existing Pavement	201-500	SY	no bid
24	Removal of Existing Pavement	501+	SY	no bid
25	Roadway Excavation	1-200	CY	no bid
26	Roadway Excavation	201-500	CY	no bid
27	Roadway Excavation	501+	CY	no bid
28	Swale Grading	1-200	LF	no bid
29	Swale Grading	201-500	LF	no bid
30	Swale Grading	501+	LF	no bid
31	Embankment (Truckload)	1-200	CY	no bid
32	Embankment (Truckload)	201-500	CY	no bid
33	Embankment (Truckload)	501+	CY	no bid
34	Flowable Fill	1-9	CY	no bid
35	Flowable Fill	10-18	CY	no bid
36	Flowable Fill	19-27+	CY	no bid
37	Asphaltic Base Course	1-200	TN	no bid
38	Asphaltic Base Course	201-500	TN	no bid
39	Asphaltic Base Course	501+	TN	no bid

40	Optional Base Group 1	1-200	SY	no bid
41	Optional Base Group 1	201-500	SY	no bid
42	Optional Base Group 1	501-1000+	SY	no bid
43	Optional Base Group 4	1-200	SY	no bid
44	Optional Base Group 4	201-500	SY	no bid
45	Optional Base Group 4	501-1000+	SY	no bid
46	Optional Base Group 6	1-200	SY	no bid
47	Optional Base Group 6	201-500	SY	no bid
48	Optional Base Group 6	501-1000+	SY	no bid
49	Optional Base Group 9	1-200	SY	no bid
50	Optional Base Group 9	201-500	SY	no bid
51	Optional Base Group 9	501-1000+	SY	no bid
52	Optional Base Group 11	1-200	SY	no bid
53	Optional Base Group 11	201-500	SY	no bid
54	Optional Base Group 11	501-1000+	SY	no bid
55	Milling (1")	1-200	SY	\$ 10.00
56	Milling (1")	201-500	SY	\$ 7.50
57	Milling (1")	501-1000+	SY	\$ 2.80
58	Milling (1.5")	1-200	SY	\$ 10.50
59	Milling (1.5")	201-500	SY	\$ 8.00
60	Milling (1.5")	501-1000+	SY	\$ 3.35
61	Milling (2")	1-200	SY	\$ 11.00
62	Milling (2")	201-500	SY	\$ 8.50
63	Milling (2")	501-1000+	SY	\$ 3.75
64	Milling (3")	1-200	SY	no bid
65	Milling (3")	201-500	SY	no bid
66	Milling (3")	501-1000+	SY	no bid
67	Milling (4")	1-200	SY	no bid
68	Milling (4")	201-500	SY	no bid
69	Milling (4")	501-1000+	SY	no bid
70	Milling (5")	1-200	SY	no bid
71	Milling (5")	201-500	SY	no bid
72	Milling (5")	501-1000+	SY	no bid
73	Milling (6")	1-200	SY	no bid
74	Milling (6")	201-500	SY	no bid
75	Milling (6")	501-1000+	SY	no bid
76	Type III Asphaltic Concrete	1-200	TN	no bid
77	Type III Asphaltic Concrete	201-500	TN	no bid
78	Type III Asphaltic Concrete	501+	TN	no bid
79	Asphaltic Concrete Type "S-1"	1-200	TN	no bid
80	Asphaltic Concrete Type "S-1"	201-500	TN	no bid
81	Asphaltic Concrete Type "S-1"	501+	TN	\$ 131.90
82	Asphaltic Concrete Type "S-3"	1-200	TN	no bid
83	Asphaltic Concrete Type "S-3"	201-500	TN	no bid
84	Asphaltic Concrete Type "S-3"	501+	TN	\$ 135.15
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$ 300.00
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$ 300.00

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 300.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$ 200.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$ 200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$ 200.00
91	18" RCP CD - CI	1-200	LF	no bid
92	18" RCP CD - CI	201-500	LF	no bid
93	18" RCP CD - CI	501+	LF	no bid
94	Type "A" Curb	1-25	LF	no bid
95	Type "A" Curb	26-50	LF	no bid
96	Type "A" Curb	51-100+	LF	no bid
97	Type "B" Curb	1-20	LF	no bid
98	Type "B" Curb	26-50	LF	no bid
99	Type "B" Curb	51-100+	LF	no bid
100	Type "D" Curb	1-25	LF	no bid
101	Type "D" Curb	26-50	LF	no bid
102	Type "D" Curb	51-100+	LF	no bid
103	Type "E" Curb	1-25	LF	no bid
104	Type "E" Curb	26-50	LF	no bid
105	Type "E" Curb	51-100+	LF	no bid
106	Type "F" Curb	1-25	LF	no bid
107	Type "F" Curb	26-50	LF	no bid
108	Type "F" Curb	51-100+	LF	no bid
109	Valley Gutter	1-25	LF	no bid
110	Valley Gutter	26-50	LF	no bid
111	Valley Gutter	51-100+	LF	no bid
112	Traffic Separator - (4')	1-25	LF	no bid
113	Traffic Separator - (4')	26-50	LF	no bid
114	Traffic Separator - (4')	51-100+	LF	no bid
115	Traffic Separator - (6')	1-25	LF	no bid
116	Traffic Separator - (6')	26-50	LF	no bid
117	Traffic Separator - (6')	51-100+	LF	no bid
118	Traffic Separator - (width varies)	1-25	SY	no bid
119	Traffic Separator - (width varies)	26-50	SY	no bid
120	Traffic Separator - (width varies)	51-100+	SY	no bid
121	Concrete Sidewalk - (4" thickness)	1-100	SY	no bid
122	Concrete Sidewalk - (4" thickness)	101-250	SY	no bid
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	no bid
124	Concrete Sidewalk - (6" thickness)	1-100	SY	no bid
125	Concrete Sidewalk - (6" thickness)	101-250	SY	no bid
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	no bid
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	no bid
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	no bid
129	Concrete Sidewalk - (6" Thickness)	251+	SY	no bid
130	Detectable Warning Surfaces (Inset)	1-50	SF	no bid
131	Detectable Warning Surfaces (Inset)	51-100	SF	no bid
132	Detectable Warning Surfaces (Inset)	101+	SF	no bid
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	no bid

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	no bid
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	no bid
136	Sodding (Bahia)	1-200	SY	no bid
137	Sodding (Bahia)	201-500	SY	no bid
138	Sodding (Bahia)	501+	SY	no bid
139	Sodding (Floratom)	1-200	SY	no bid
140	Sodding (Floratom)	201-500	SY	no bid
141	Sodding (Floratom)	501+	SY	no bid
142	Loop Assembly, F&I - Type B	1	AS	no bid
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$ 590.63
144	Install Sign (single post)	6-15	EA	\$ 506.25
145	Install Sign (single post)	16-30+	EA	\$ 466.88
146	Install Sign (multi-post)	1-5	EA	\$ 1,006.88
147	Install Sign (multi-post)	6-15	EA	\$ 894.38
148	Install Sign (multi- post)	16-30+	EA	\$ 781.88
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$ 11.53
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$ 9.39
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 6.69
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$ 1.69
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$ 0.96
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$ 0.84
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$ 1.69
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$ 0.96
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$ 0.84
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.57
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 3.66
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 2.53
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 6.69
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.23
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 2.98
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 7.82
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 4.89
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 3.77
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 1.97
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 1.07
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 0.96
170	6" Dotted Guide Lines (paint)	1-50	LF	\$ 1.97
171	6" Dotted Guide Lines (paint)	51-100	LF	\$ 1.07
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 0.96
173	Directional Arrows (Paint)	1-10	EA	\$ 106.88
174	Directional Arrows (Paint)	11-50	EA	\$ 84.38
175	Directional Arrows (Paint)	51+	EA	\$ 73.13
176	Pavement Messages (Paint)	1-10	EA	\$ 106.88
177	Pavement Messages (Paint)	11-50	EA	\$ 84.38
178	Pavement Messages (Paint)	51+	EA	\$ 73.13
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 1.97

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$ 1.07
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$ 0.96
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$ 6.19
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$ 2.81
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$ 1.69
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$ 6.19
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$ 2.81
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$ 1.69
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 10.07
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 7.82
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 5.57
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 10.52
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 8.72
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 7.14
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 12.66
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 9.84
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 8.16
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$ 6.30
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$ 3.26
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$ 1.80
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$ 6.30
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$ 3.26
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$ 1.80
203	Directional Arrows / Extru. Thermo.	1	EA	\$ 253.13
204	Preformed Symbol	1	EA	\$ 393.75
205	Pavement Messages / Extru. Thermo.	1	EA	\$ 331.88
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$ 6.69
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$ 4.22
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$ 2.64
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$ 10.07
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$ 7.82
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$ 5.57
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$ 11.19
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$ 8.94
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$ 6.69
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$ 7,865.05
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	no bid
216	Asphalt Recycling	10,001 - 50,000	SY	no bid
217	Asphalt Recycling	50,001+	SY	\$ 3.75
218	Recycling Agent	1 - 10,000	GAL	\$ 4.90
219	Recycling Agent	10,001 - 50,000	GAL	\$ 4.90
220	Recycling Agent	50,001+	GAL	\$ 4.90
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	no bid

222	Base Course HIPR	10,001 - 50,000	SY	no bid
223	Base Course HIPR	50,001+	SY	no bid
224	2" Complete HIPR	1 - 10,000	SY	no bid
225	2" Complete HIPR	10,001 - 50,000	SY	no bid
226	2" Complete HIPR	50,001+	SY	no bid
227	Asphalt Recycling Agent	1 - 10,000	SY	no bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	no bid
229	Asphalt Recycling Agent	50,001+	SY	no bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$ 18.45
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	no bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	no bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	no bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	no bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	no bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	no bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	no bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	no bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	no bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	no bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	no bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	no bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	no bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	no bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	no bid
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	no bid

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	no bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	no bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	no bid
S-22	Cement for Reclamation	1	TN	no bid
S-23	Emulsion for Reclamation	1	Gal	no bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	no bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	no bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-27	Fog Seal	1- 10,000	SY	no bid
S-28	Fog Seal	10,001- 50,000	SY	no bid
S-29	Fog Seal	50,000+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-30	Cape Seal	1- 10,000	SY	no bid
S-31	Cape Seal	10,001- 50,000	SY	no bid
S-32	Cape Seal	50,000+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	no bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	no bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-36	Crack Filling/Sealing	1-500	GAL	no bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	no bid
S-38	Crack Filling/Sealing	1,001+	GAL	no bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-39	Asphalt Rejuvenator	1-50,000	SY	no bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	no bid
S-41	Asphalt Rejuvenator	100,001+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-42	Speed Hump W/ Curbing	1-50	FT	no bid
S-43	Speed Hump W/ Curbing	51-100	FT	no bid
S-44	Speed Hump W/ Curbing	101+	FT	no bid
S-45	Speed Hump No Curbing	1-50	FT	no bid
S-46	Speed Hump No Curbing	51-100	FT	no bid
S-47	Speed Hump No Curbing	101+	FT	no bid
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	no bid
2	Night Work Mobilization	1	%	no bid
3	Maintenance of Traffic	1	%	no bid
4	Maintenance of Traffic Nightwork	1	%	no bid
S-48	Slurry Seal	1-10,000	SY	no bid
S-49	Slurry Seal	10,001 - 50,000	SY	no bid
S-50	Slurry Seal	50,001+	SY	no bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$ -

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: Cutler Repaving, Inc.

EXHIBIT "C"



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

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

AGREEMENT between CITY OF KISSIMMEE

And

Premier Engineering, Inc.

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and Premier Engineering, Inc., whose business address is 10910 Curley Road, San Antonio, FL 33576, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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:

Jerry Keith – Owner
10910 Curley Road
San Antonio, Florida 33576

20. **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.
21. **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: Jerry Keith

Title: Owner

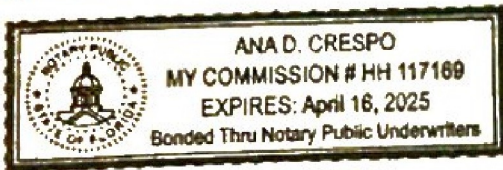
Date: 6/9/22

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Jerry Keith as owner for Premier Engineering Inc a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Ana D. Crespo

Print Name: Ana D. Crespo

My Commission Expires: 4/16/2025

CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

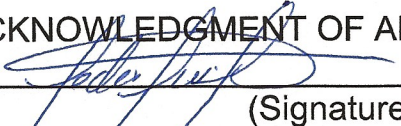
EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	\$24,878.80
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	_____
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	_____
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	_____
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	_____
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	_____
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	_____
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	_____
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	_____
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	_____
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	_____

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)



(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

 We do not take exception to Specifications.
(initial)

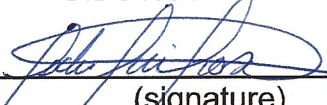
_____ We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Premier Engineering, Inc.
COMPANY ADDRESS 10910 Curley Rd
San Antonio, FL 33576

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: 

(signature)
Pedro L. Rosado / Project Manager
(typed name/title of signer)

DATE: May 5, 2022

EMAIL: Pedro.Rosado@premierengineeringinc.com

TELEPHONE NO.: (407) 374 - 3889

FAX NO.: ()

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$
6	Inlet Protection System	26-50	EA	\$
7	Inlet Protection System	51-100+	EA	\$
8	Floating Turbidity Barrier	1-200	LF	\$
9	Floating Turbidity Barrier	201-500	LF	\$
10	Floating Turbidity Barrier	501-1000+	LF	\$
11	Staked Silt Fence	1-200	LF	\$
12	Staked Silt Fence	201-500	LF	\$
13	Staked Silt Fence	501+	LF	\$
14	Clearing and Grubbing	1	AC	\$ 18,500.00
15	Curb and Gutter Removal	1-200	LF	\$ 16.00
16	Curb and Gutter Removal	201-500	LF	\$ 14.00
17	Curb and Gutter Removal	501+	LF	\$ 12.00
18	Miscellaneous Concrete Removal	1-200	SY	\$ 90.00
19	Existing Pipe Removal	1-200	LF	\$ 150.00
20	Existing Pipe Removal	201-500	LF	\$ 140.00
21	Existing Pipe Removal	501+	LF	\$ 130.00
22	Removal of Existing Pavement	1-200	SY	\$
23	Removal of Existing Pavement	201-500	SY	\$
24	Removal of Existing Pavement	501+	SY	\$
25	Roadway Excavation	1-200	CY	\$
26	Roadway Excavation	201-500	CY	\$
27	Roadway Excavation	501+	CY	\$
28	Swale Grading	1-200	LF	\$ 10.00
29	Swale Grading	201-500	LF	\$ 9.00
30	Swale Grading	501+	LF	\$ 8.50
31	Embankment (Truckload)	1-200	CY	\$ 15.00
32	Embankment (Truckload)	201-500	CY	\$ 14.00
33	Embankment (Truckload)	501+	CY	\$ 13.50
34	Flowable Fill	1-9	CY	\$
35	Flowable Fill	10-18	CY	\$
36	Flowable Fill	19-27+	CY	\$
37	Asphaltic Base Course	1-200	TN	\$
38	Asphaltic Base Course	201-500	TN	\$
39	Asphaltic Base Course	501+	TN	\$

40	Optional Base Group 1	1-200	SY	\$
41	Optional Base Group 1	201-500	SY	\$
42	Optional Base Group 1	501-1000+	SY	\$
43	Optional Base Group 4	1-200	SY	\$
44	Optional Base Group 4	201-500	SY	\$
45	Optional Base Group 4	501-1000+	SY	\$
46	Optional Base Group 6	1-200	SY	\$
47	Optional Base Group 6	201-500	SY	\$
48	Optional Base Group 6	501-1000+	SY	\$
49	Optional Base Group 9	1-200	SY	\$
50	Optional Base Group 9	201-500	SY	\$
51	Optional Base Group 9	501-1000+	SY	\$
52	Optional Base Group 11	1-200	SY	\$
53	Optional Base Group 11	201-500	SY	\$
54	Optional Base Group 11	501-1000+	SY	\$
55	Milling (1")	1-200	SY	\$
56	Milling (1")	201-500	SY	\$
57	Milling (1")	501-1000+	SY	\$
58	Milling (1.5")	1-200	SY	\$
59	Milling (1.5")	201-500	SY	\$
60	Milling (1.5")	501-1000+	SY	\$
61	Milling (2")	1-200	SY	\$
62	Milling (2")	201-500	SY	\$
63	Milling (2")	501-1000+	SY	\$
64	Milling (3")	1-200	SY	\$
65	Milling (3")	201-500	SY	\$
66	Milling (3")	501-1000+	SY	\$
67	Milling (4")	1-200	SY	\$
68	Milling (4")	201-500	SY	\$
69	Milling (4")	501-1000+	SY	\$
70	Milling (5")	1-200	SY	\$
71	Milling (5")	201-500	SY	\$
72	Milling (5")	501-1000+	SY	\$
73	Milling (6")	1-200	SY	\$
74	Milling (6")	201-500	SY	\$
75	Milling (6")	501-1000+	SY	\$
76	Type III Asphaltic Concrete	1-200	TN	\$
77	Type III Asphaltic Concrete	201-500	TN	\$
78	Type III Asphaltic Concrete	501+	TN	\$
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$
81	Asphaltic Concrete Type "S-1"	501+	TN	\$
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$
84	Asphaltic Concrete Type "S-3"	501+	TN	\$
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$ 850.00
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$ 840.00

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 830.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$
91	18" RCP CD - CI	1-200	LF	\$
92	18" RCP CD - CI	201-500	LF	\$
93	18" RCP CD - CI	501+	LF	\$
94	Type "A" Curb	1-25	LF	
95	Type "A" Curb	26-50	LF	\$
96	Type "A" Curb	51-100+	LF	\$
97	Type "B" Curb	1-20	LF	
98	Type "B" Curb	26-50	LF	\$
99	Type "B" Curb	51-100+	LF	\$
100	Type "D" Curb	1-25	LF	
101	Type "D" Curb	26-50	LF	\$
102	Type "D" Curb	51-100+	LF	\$
103	Type "E" Curb	1-25	LF	
104	Type "E" Curb	26-50	LF	\$
105	Type "E" Curb	51-100+	LF	\$
106	Type "F" Curb	1-25	LF	
107	Type "F" Curb	26-50	LF	\$
108	Type "F" Curb	51-100+	LF	\$
109	Valley Gutter	1-25	LF	\$
110	Valley Gutter	26-50	LF	\$
111	Valley Gutter	51-100+	LF	\$
112	Traffic Separator - (4')	1-25	LF	\$
113	Traffic Separator - (4')	26-50	LF	\$
114	Traffic Separator - (4')	51-100+	LF	\$
115	Traffic Separator - (6')	1-25	LF	\$
116	Traffic Separator - (6')	26-50	LF	\$
117	Traffic Separator - (6')	51-100+	LF	\$
118	Traffic Separator - (width varies)	1-25	SY	\$
119	Traffic Separator - (width varies)	26-50	SY	\$
120	Traffic Separator - (width varies)	51-100+	SY	\$
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$ 96.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$ 82.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$ 81.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$ 135.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$ 115.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$ 114.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$ 135.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$ 115.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$ 114.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$
132	Detectable Warning Surfaces (Inset)	101+	SF	\$
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$
136	Sodding (Bahia)	1-200	SY	\$ 14.50
137	Sodding (Bahia)	201-500	SY	\$ 14.40
138	Sodding (Bahia)	501+	SY	\$ 14.30
139	Sodding (Floritam)	1-200	SY	\$ 19.00
140	Sodding (Floritam)	201-500	SY	\$ 18.90
141	Sodding (Floritam)	501+	SY	\$ 18.70
142	Loop Assembly, F&I - Type B	1	AS	\$

Pavement Markings

143	Install Sign (single post)	1-5	EA	\$ 275.00
144	Install Sign (single post)	6-15	EA	\$ 255.00
145	Install Sign (single post)	16-30+	EA	\$ 245.00
146	Install Sign (multi-post)	1-5	EA	\$ 475.00
147	Install Sign (multi-post)	6-15	EA	\$ 455.00
148	Install Sign (multi- post)	16-30+	EA	\$ 445.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$
170	6" Dotted Guide Lines (paint)	1-50	LF	\$
171	6" Dotted Guide Lines (paint)	51-100	LF	\$
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$
173	Directional Arrows (Paint)	1-10	EA	\$
174	Directional Arrows (Paint)	11-50	EA	\$
175	Directional Arrows (Paint)	51+	EA	\$
176	Pavement Messages (Paint)	1-10	EA	\$
177	Pavement Messages (Paint)	11-50	EA	\$
178	Pavement Messages (Paint)	51+	EA	\$
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$
203	Directional Arrows / Extru. Thermo.	1	EA	\$
204	Preformed Symbol	1	EA	\$
205	Pavement Messages / Extru. Thermo.	1	EA	\$
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$ 24,878.80
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	\$
216	Asphalt Recycling	10,001 - 50,000	SY	\$
217	Asphalt Recycling	50,001+	SY	\$
218	Recycling Agent	1 - 10,000	GAL	\$
219	Recycling Agent	10,001 - 50,000	GAL	\$
220	Recycling Agent	50,001+	GAL	\$
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	\$

222	Base Course HIPR	10,001 - 50,000	SY	\$
223	Base Course HIPR	50,001+	SY	\$
224	2" Complete HIPR	1 - 10,000	SY	\$
225	2" Complete HIPR	10,001 - 50,000	SY	\$
226	2" Complete HIPR	50,001+	SY	\$
227	Asphalt Recycling Agent	1 - 10,000	SY	\$
228	Asphalt Recycling Agent	10,001 - 50,000	SY	\$
229	Asphalt Recycling Agent	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$
S-22	Cement for Reclamation	1	TN	\$
S-23	Emulsion for Reclamation	1	Gal	\$
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-27	Fog Seal	1- 10,000	SY	\$
S-28	Fog Seal	10,001- 50,000	SY	\$
S-29	Fog Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-30	Cape Seal	1- 10,000	SY	\$
S-31	Cape Seal	10,001- 50,000	SY	\$
S-32	Cape Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-36	Crack Filling/Sealing	1-500	GAL	\$
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$

S-38	Crack Filling/Sealing	1,001+	GAL	\$
TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-39	Asphalt Rejuvenator	1-50,000	SY	\$
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	\$
S-41	Asphalt Rejuvenator	100,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-42	Speed Hump W/ Curbing	1-50	FT	\$
S-43	Speed Hump W/ Curbing	51-100	FT	\$
S-44	Speed Hump W/ Curbing	101+	FT	\$
S-45	Speed Hump No Curbing	1-50	FT	\$
S-46	Speed Hump No Curbing	51-100	FT	\$
S-47	Speed Hump No Curbing	101+	FT	\$
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$ -
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-48	Slurry Seal	1-10,000	SY	\$
S-49	Slurry Seal	10,001 - 50,000	SY	\$
S-50	Slurry Seal	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$ -

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: **Premier Engineering, Inc.**

EXHIBIT "C"



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

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

AGREEMENT between CITY OF KISSIMMEE

And

RJR Contractor, LLC

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and RJR Contractor, LLC, whose business address is 3465 Recker Hwy, Winter Haven FL 33880, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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:

Roberto Rodriguez – Owner
3465 Recker Highway
Winter Haven, Florida 33880

20. **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.
21. **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: Roberto Rodriguez

Title: Owner

Date: June - 9 - 2022

STATE OF FLORIDA

COUNTY OF Polk

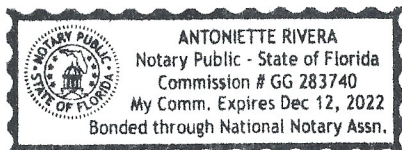
The foregoing instrument was acknowledged before me this 9 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Roberto Rodriguez as owner for DSD Contractor LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Antonieta Rivera

Print Name: Antonieta Rivera

My Commission Expires: 12/12/22



CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	1,245. ⁰⁰
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	

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

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

 We do not take exception to Specifications.

(initial)

 We take exception to Specifications as follows:

(initial)

COMPANY NAME

COMPANY ADDRESS

RJR Contractor LLC.
3465 Recker Hwy.
W.H. FL 33880

(attach additional sheets, if necessary)

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY:

Robert Rodriguez

(signature)

(typed name/title of signer)

DATE: 5/4/2022

EMAIL: rjrcontractor@gmail.com

TELEPHONE NO.: (863) 624-7271

FAX NO.: () _____

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic					
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price	
1	Mobilization	1	%	20%	
2	Night Work Mobilization	1	%	%	
3	Maintenance of Traffic	1	%	%	
4	Maintenance of Traffic Nightwork	1	%	%	
Asphalt, Earthwork, and Concrete					
5	Inlet Protection System	1-25	EA	\$	
6	Inlet Protection System	26-50	EA	\$	
7	Inlet Protection System	51-100+	EA	\$	
8	Floating Turbidity Barrier	1-200	LF	\$	
9	Floating Turbidity Barrier	201-500	LF	\$	
10	Floating Turbidity Barrier	501-1000+	LF	\$	
11	Staked Silt Fence	1-200	LF	\$	
12	Staked Silt Fence	201-500	LF	\$	
13	Staked Silt Fence	501+	LF	\$	
14	Clearing and Grubbing	1	AC	\$	
15	Curb and Gutter Removal	1-200	LF	\$	
16	Curb and Gutter Removal	201-500	LF	\$	
17	Curb and Gutter Removal	501+	LF	\$	
18	Miscellaneous Concrete Removal	1-200	SY	\$	
19	Existing Pipe Removal	1-200	LF	\$	
20	Existing Pipe Removal	201-500	LF	\$	
21	Existing Pipe Removal	501+	LF	\$	
22	Removal of Existing Pavement	1-200	SY	\$	
23	Removal of Existing Pavement	201-500	SY	\$	
24	Removal of Existing Pavement	501+	SY	\$	
25	Roadway Excavation	1-200	CY	\$	
26	Roadway Excavation	201-500	CY	\$	
27	Roadway Excavation	501+	CY	\$	
28	Swale Grading	1-200	LF	\$	
29	Swale Grading	201-500	LF	\$	
30	Swale Grading	501+	LF	\$	
31	Embankment (Truckload)	1-200	CY	\$	
32	Embankment (Truckload)	201-500	CY	\$	
33	Embankment (Truckload)	501+	CY	\$	
34	Flowable Fill	1-9	CY	\$	
35	Flowable Fill	10-18	CY	\$	
36	Flowable Fill	19-27+	CY	\$	
37	Asphaltic Base Course	1-200	TN	\$	
38	Asphaltic Base Course	201-500	TN	\$	
39	Asphaltic Base Course	501+	TN	\$	

40	Optional Base Group 1	1-200	SY	\$
41	Optional Base Group 1	201-500	SY	\$
42	Optional Base Group 1	501-1000+	SY	\$
43	Optional Base Group 4	1-200	SY	\$
44	Optional Base Group 4	201-500	SY	\$
45	Optional Base Group 4	501-1000+	SY	\$
46	Optional Base Group 6	1-200	SY	\$
47	Optional Base Group 6	201-500	SY	\$
48	Optional Base Group 6	501-1000+	SY	\$
49	Optional Base Group 9	1-200	SY	\$
50	Optional Base Group 9	201-500	SY	\$
51	Optional Base Group 9	501-1000+	SY	\$
52	Optional Base Group 11	1-200	SY	\$
53	Optional Base Group 11	201-500	SY	\$
54	Optional Base Group 11	501-1000+	SY	\$
55	Milling (1")	1-200	SY	\$
56	Milling (1")	201-500	SY	\$
57	Milling (1")	501-1000+	SY	\$
58	Milling (1.5")	1-200	SY	\$
59	Milling (1.5")	201-500	SY	\$
60	Milling (1.5")	501-1000+	SY	\$
61	Milling (2")	1-200	SY	\$
62	Milling (2")	201-500	SY	\$
63	Milling (2")	501-1000+	SY	\$
64	Milling (3")	1-200	SY	\$
65	Milling (3")	201-500	SY	\$
66	Milling (3")	501-1000+	SY	\$
67	Milling (4")	1-200	SY	\$
68	Milling (4")	201-500	SY	\$
69	Milling (4")	501-1000+	SY	\$
70	Milling (5")	1-200	SY	\$
71	Milling (5")	201-500	SY	\$
72	Milling (5")	501-1000+	SY	\$
73	Milling (6")	1-200	SY	\$
74	Milling (6")	201-500	SY	\$
75	Milling (6")	501-1000+	SY	\$
76	Type III Asphaltic Concrete	1-200	TN	\$
77	Type III Asphaltic Concrete	201-500	TN	\$
78	Type III Asphaltic Concrete	501+	TN	\$
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$
81	Asphaltic Concrete Type "S-1"	501+	TN	\$
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$
84	Asphaltic Concrete Type "S-3"	501+	TN	\$
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$	
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$	
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$	
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$	
91	18" RCP CD - CI	1-200	LF	\$	
92	18" RCP CD - CI	201-500	LF	\$	
93	18" RCP CD - CI	501+	LF	\$	
94	Type "A" Curb	1-25	LF	\$	
95	Type "A" Curb	26-50	LF	\$	
96	Type "A" Curb	51-100+	LF	\$	
97	Type "B" Curb	1-20	LF	\$	
98	Type "B" Curb	26-50	LF	\$	
99	Type "B" Curb	51-100+	LF	\$	
100	Type "D" Curb	1-25	LF	\$	
101	Type "D" Curb	26-50	LF	\$	
102	Type "D" Curb	51-100+	LF	\$	
103	Type "E" Curb	1-25	LF	\$	
104	Type "E" Curb	26-50	LF	\$	
105	Type "E" Curb	51-100+	LF	\$	
106	Type "F" Curb	1-25	LF	\$	
107	Type "F" Curb	26-50	LF	\$	
108	Type "F" Curb	51-100+	LF	\$	
109	Valley Gutter	1-25	LF	\$	
110	Valley Gutter	26-50	LF	\$	
111	Valley Gutter	51-100+	LF	\$	
112	Traffic Separator - (4')	1-25	LF	\$	
113	Traffic Separator - (4')	26-50	LF	\$	
114	Traffic Separator - (4')	51-100+	LF	\$	
115	Traffic Separator - (6')	1-25	LF	\$	
116	Traffic Separator - (6')	26-50	LF	\$	
117	Traffic Separator - (6')	51-100+	LF	\$	
118	Traffic Separator - (width varies)	1-25	SY	\$	
119	Traffic Separator - (width varies)	26-50	SY	\$	
120	Traffic Separator - (width varies)	51-100+	SY	\$	
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$	110.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$	100.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$	95.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$	165.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$	155.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$	150.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$	165.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$	155.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$	150.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$	
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$	
132	Detectable Warning Surfaces (Inset)	101+	SF	\$	
133	Detectable Warning Surfaces (Screwdown)	1-50	SF	\$	

134	Detectable Warning Surfaces (Screwdownr	51-100	SF	\$
135	Detectable Warning Surfaces (Screwdownr	101+	SF	\$
136	Sodding (Bahia)	1-200	SY	\$
137	Sodding (Bahia)	201-500	SY	\$
138	Sodding (Bahia)	501+	SY	\$
139	Sodding (Floritam)	1-200	SY	\$
140	Sodding (Floritam)	201-500	SY	\$
141	Sodding (Floritam)	501+	SY	\$
142	Loop Assembly, F&I - Type B	1	AS	\$
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$
144	Install Sign (single post)	6-15	EA	\$
145	Install Sign (single post)	16-30+	EA	\$
146	Install Sign (multi-post)	1-5	EA	\$
147	Install Sign (multi-post)	6-15	EA	\$
148	Install Sign (multi- post)	16-30+	EA	\$
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$
170	6" Dotted Guide Lines (paint)	1-50	LF	\$
171	6" Dotted Guide Lines (paint)	51-100	LF	\$
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$
173	Directional Arrows (Paint)	1-10	EA	\$
174	Directional Arrows (Paint)	11-50	EA	\$
175	Directional Arrows (Paint)	51+	EA	\$
176	Pavement Messages (Paint)	1-10	EA	\$
177	Pavement Messages (Paint)	11-50	EA	\$
178	Pavement Messages (Paint)	51+	EA	\$
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$
203	Directional Arrows / Extru. Thermo.	1	EA	\$
204	Preformed Symbol	1	EA	\$
205	Pavement Messages / Extru. Thermo.	1	EA	\$
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$ 1,245.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	\$
216	Asphalt Recycling	10,001 - 50,000	SY	\$
217	Asphalt Recycling	50,001+	SY	\$
218	Recycling Agent	1 - 10,000	GAL	\$
219	Recycling Agent	10,001 - 50,000	GAL	\$
220	Recycling Agent	50,001+	GAL	\$
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	\$

222	Base Course HIPR	10,001 - 50,000	SY	\$
223	Base Course HIPR	50,001+	SY	\$
224	2" Complete HIPR	1 - 10,000	SY	\$
225	2" Complete HIPR	10,001 - 50,000	SY	\$
226	2" Complete HIPR	50,001+	SY	\$
227	Asphalt Recycling Agent	1 - 10,000	SY	\$
228	Asphalt Recycling Agent	10,001 - 50,000	SY	\$
229	Asphalt Recycling Agent	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$
S-22	Cement for Reclamation	1	TN	\$
S-23	Emulsion for Reclamation	1	Gal	\$
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-27	Fog Seal	1- 10,000	SY	\$
S-28	Fog Seal	10,001- 50,000	SY	\$
S-29	Fog Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-30	Cape Seal	1- 10,000	SY	\$
S-31	Cape Seal	10,001- 50,000	SY	\$
S-32	Cape Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-36	Crack Filling/Sealing	1-500	GAL	\$
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$
S-38	Crack Filling/Sealing	1,001+	GAL	\$

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE					\$	-
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price		
1	Mobilization	1	%			
2	Night Work Mobilization	1	%			
3	Maintenance of Traffic	1	%			
4	Maintenance of Traffic Nightwork	1	%			
S-39	Asphalt Rejuvenator	1-50,000	SY	\$		
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	\$		
S-41	Asphalt Rejuvenator	100,001+	SY	\$		
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE					\$	-
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price		
1	Mobilization	1	%			
2	Night Work Mobilization	1	%			
3	Maintenance of Traffic	1	%			
4	Maintenance of Traffic Nightwork	1	%			
S-42	Speed Hump W/ Curbing	1-50	FT	\$		
S-43	Speed Hump W/ Curbing	51-100	FT	\$		
S-44	Speed Hump W/ Curbing	101+	FT	\$		
S-45	Speed Hump No Curbing	1-50	FT	\$		
S-46	Speed Hump No Curbing	51-100	FT	\$		
S-47	Speed Hump No Curbing	101+	FT	\$		
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE					\$	-
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price		
1	Mobilization	1	%			
2	Night Work Mobilization	1	%			
3	Maintenance of Traffic	1	%			
4	Maintenance of Traffic Nightwork	1	%			
S-48	Slurry Seal	1-10,000	SY	\$		
S-49	Slurry Seal	10,001 - 50,000	SY	\$		
S-50	Slurry Seal	50,001+	SY	\$		
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE					\$	-

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: BJR Contractor LLC

EXHIBIT "C"



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

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

AGREEMENT between CITY OF KISSIMMEE

And

Schuller Contractors Incorporated

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and Schuller Contractors Incorporated, whose business address is 9125 Parkers Landing, Suite 6 Orlando, FL 32824, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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:

Jonathan Jasiewicz – President
9125 Parkers Landing, Suite 6
Orlando, Florida 32824

20. **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.
21. **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]

Title: Jonathan Jasiewicz, President

Date: 6/9/2022

STATE OF FLORIDA

COUNTY OF Orange

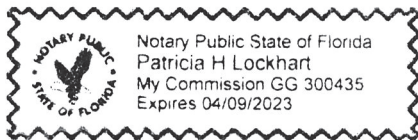
The foregoing instrument was acknowledged before me this 9th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Jonathan Jasiewicz as President for Schuller Contractors Incorporated, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]

Print Name: Patricia H. Lockhart

My Commission Expires: 4/9/2023



CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$55,637.00</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>NO BID</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>NO BID</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>NO BID</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>NO BID</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>NO BID</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>NO BID</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>NO BID</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>NO BID</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>NO BID</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>NO BID</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 thru 4 (IF APPLICABLE)

[Signature]
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

[Initial] We do not take exception to Specifications.
(initial)

 We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Schuller Contractors Incorporated
COMPANY ADDRESS 9125 Parkers Landing, Suite 6
Orlando, Florida 32824

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: [Signature]
(signature)
Jonathan Jasiewicz, President
(typed name/title of signer)

DATE: 5/5/2022

EMAIL: schullercontractors@gmail.com

TELEPHONE NO.: (407) 855-5572

FAX NO.: (407) 855-4922

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES
IFB2022-002

Mobilization/Maintenance of Traffic				
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	25%
2	Night Work Mobilization	1	%	31%
3	Maintenance of Traffic	1	%	31%
4	Maintenance of Traffic Nightwork	1	%	44%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$ 625.00
6	Inlet Protection System	26-50	EA	\$ 500.00
7	Inlet Protection System	51-100+	EA	\$ 375.00
8	Floating Turbidity Barrier	1-200	LF	\$ 63.00
9	Floating Turbidity Barrier	201-500	LF	\$ 50.00
10	Floating Turbidity Barrier	501-1000+	LF	\$ 38.00
11	Staked Silt Fence	1-200	LF	\$ 6.00
12	Staked Silt Fence	201-500	LF	\$ 5.00
13	Staked Silt Fence	501+	LF	\$ 4.00
14	Clearing and Grubbing	1	AC	\$ 21,250.00
15	Curb and Gutter Removal	1-200	LF	\$ 31.00
16	Curb and Gutter Removal	201-500	LF	\$ 29.00
17	Curb and Gutter Removal	501+	LF	\$ 25.00
18	Miscellaneous Concrete Removal	1-200	SY	\$ 38.00
19	Existing Pipe Removal	1-200	LF	\$ 94.00
20	Existing Pipe Removal	201-500	LF	\$ 63.00
21	Existing Pipe Removal	501+	LF	\$ 31.00
22	Removal of Existing Pavement	1-200	SY	\$ 44.00
23	Removal of Existing Pavement	201-500	SY	\$ 31.00
24	Removal of Existing Pavement	501+	SY	\$ 25.00
25	Roadway Excavation	1-200	CY	\$ 81.00
26	Roadway Excavation	201-500	CY	\$ 69.00
27	Roadway Excavation	501+	CY	\$ 56.00
28	Swale Grading	1-200	LF	\$ 31.00
29	Swale Grading	201-500	LF	\$ 25.00
30	Swale Grading	501+	LF	\$ 19.00
31	Embankment (Truckload)	1-200	CY	\$ 31.00
32	Embankment (Truckload)	201-500	CY	\$ 25.00
33	Embankment (Truckload)	501+	CY	\$ 23.00
34	Flowable Fill	1-9	CY	\$ 313.00
35	Flowable Fill	10-18	CY	\$ 281.00
36	Flowable Fill	19-27+	CY	\$ 263.00
37	Asphaltic Base Course	1-200	TN	\$ 313.00
38	Asphaltic Base Course	201-500	TN	\$ 188.00
39	Asphaltic Base Course	501+	TN	\$ 188.00

40	Optional Base Group 1	1-200	SY	\$	44.00
41	Optional Base Group 1	201-500	SY	\$	38.00
42	Optional Base Group 1	501-1000+	SY	\$	31.00
43	Optional Base Group 4	1-200	SY	\$	56.00
44	Optional Base Group 4	201-500	SY	\$	50.00
45	Optional Base Group 4	501-1000+	SY	\$	44.00
46	Optional Base Group 6	1-200	SY	\$	56.00
47	Optional Base Group 6	201-500	SY	\$	50.00
48	Optional Base Group 6	501-1000+	SY	\$	44.00
49	Optional Base Group 9	1-200	SY	\$	81.00
50	Optional Base Group 9	201-500	SY	\$	75.00
51	Optional Base Group 9	501-1000+	SY	\$	69.00
52	Optional Base Group 11	1-200	SY	\$	56.00
53	Optional Base Group 11	201-500	SY	\$	50.00
54	Optional Base Group 11	501-1000+	SY	\$	44.00
55	Milling (1")	1-200	SY	\$	63.00
56	Milling (1")	201-500	SY	\$	44.00
57	Milling (1")	501-1000+	SY	\$	44.00
58	Milling (1.5")	1-200	SY	\$	69.00
59	Milling (1.5")	201-500	SY	\$	50.00
60	Milling (1.5")	501-1000+	SY	\$	50.00
61	Milling (2")	1-200	SY	\$	71.00
62	Milling (2")	201-500	SY	\$	53.00
63	Milling (2")	501-1000+	SY	\$	53.00
64	Milling (3")	1-200	SY	\$	75.00
65	Milling (3")	201-500	SY	\$	56.00
66	Milling (3")	501-1000+	SY	\$	56.00
67	Milling (4")	1-200	SY	\$	81.00
68	Milling (4")	201-500	SY	\$	63.00
69	Milling (4")	501-1000+	SY	\$	63.00
70	Milling (5")	1-200	SY	\$	88.00
71	Milling (5")	201-500	SY	\$	69.00
72	Milling (5")	501-1000+	SY	\$	69.00
73	Milling (6")	1-200	SY	\$	94.00
74	Milling (6")	201-500	SY	\$	75.00
75	Milling (6")	501-1000+	SY	\$	75.00
76	Type III Asphaltic Concrete	1-200	TN	\$	313.00
77	Type III Asphaltic Concrete	201-500	TN	\$	188.00
78	Type III Asphaltic Concrete	501+	TN	\$	188.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$	313.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$	188.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$	188.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$	313.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$	188.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$	188.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$	1,250.00
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$	1,125.00

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 1,000.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$ 625.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$ 500.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$ 375.00
91	18" RCP CD - CI	1-200	LF	\$ 313.00
92	18" RCP CD - CI	201-500	LF	\$ 260.00
93	18" RCP CD - CI	501+	LF	\$ 240.00
94	Type "A" Curb	1-25	LF	\$ 44.00
95	Type "A" Curb	26-50	LF	\$ 38.00
96	Type "A" Curb	51-100+	LF	\$ 31.00
97	Type "B" Curb	1-20	LF	\$ 44.00
98	Type "B" Curb	26-50	LF	\$ 38.00
99	Type "B" Curb	51-100+	LF	\$ 31.00
100	Type "D" Curb	1-25	LF	\$ 31.00
101	Type "D" Curb	26-50	LF	\$ 25.00
102	Type "D" Curb	51-100+	LF	\$ 23.00
103	Type "E" Curb	1-25	LF	\$ 44.00
104	Type "E" Curb	26-50	LF	\$ 38.00
105	Type "E" Curb	51-100+	LF	\$ 31.00
106	Type "F" Curb	1-25	LF	\$ 44.00
107	Type "F" Curb	26-50	LF	\$ 38.00
108	Type "F" Curb	51-100+	LF	\$ 31.00
109	Valley Gutter	1-25	LF	\$ 125.00
110	Valley Gutter	26-50	LF	\$ 113.00
111	Valley Gutter	51-100+	LF	\$ 100.00
112	Traffic Separator - (4')	1-25	LF	\$ 150.00
113	Traffic Separator - (4')	26-50	LF	\$ 138.00
114	Traffic Separator - (4')	51-100+	LF	\$ 125.00
115	Traffic Separator - (6')	1-25	LF	\$ 188.00
116	Traffic Separator - (6')	26-50	LF	\$ 175.00
117	Traffic Separator - (6')	51-100+	LF	\$ 163.00
118	Traffic Separator - (width varies)	1-25	SY	\$ 200.00
119	Traffic Separator - (width varies)	26-50	SY	\$ 188.00
120	Traffic Separator - (width varies)	51-100+	SY	\$ 175.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$ 94.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$ 88.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$ 81.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$ 113.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$ 106.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$ 100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$ 113.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$ 106.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$ 100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$ 56.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$ 44.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$ 31.00
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$ 125.00

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$ 113.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$ 106.00
136	Sodding (Bahia)	1-200	SY	\$ 9.00
137	Sodding (Bahia)	201-500	SY	\$ 8.00
138	Sodding (Bahia)	501+	SY	\$ 6.00
139	Sodding (Floritam)	1-200	SY	\$ 10.00
140	Sodding (Floritam)	201-500	SY	\$ 9.00
141	Sodding (Floritam)	501+	SY	\$ 8.00
142	Loop Assembly, F&I - Type B	1	AS	\$ 10,000.00

Pavement Markings

143	Install Sign (single post)	1-5	EA	\$ 656.00
144	Install Sign (single post)	6-15	EA	\$ 563.00
145	Install Sign (single post)	16-30+	EA	\$ 519.00
146	Install Sign (multi-post)	1-5	EA	\$ 1,119.00
147	Install Sign (multi-post)	6-15	EA	\$ 994.00
148	Install Sign (multi- post)	16-30+	EA	\$ 869.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$ 13.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$ 10.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 7.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$ 2.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$ 1.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$ 1.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$ 2.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$ 1.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$ 1.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 6.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 4.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 3.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 7.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 6.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 3.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 9.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 2.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 1.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 1.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$ 2.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$ 1.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 1.00
173	Directional Arrows (Paint)	1-10	EA	\$ 119.00
174	Directional Arrows (Paint)	11-50	EA	\$ 94.00
175	Directional Arrows (Paint)	51+	EA	\$ 81.00
176	Pavement Messages (Paint)	1-10	EA	\$ 119.00
177	Pavement Messages (Paint)	11-50	EA	\$ 94.00
178	Pavement Messages (Paint)	51+	EA	\$ 81.00
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 2.00

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$ 1.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$ 1.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$ 7.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$ 3.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$ 2.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$ 7.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$ 3.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$ 2.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 11.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 9.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 6.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 12.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 10.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 8.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 14.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 11.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 9.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$ 7.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$ 4.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$ 2.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$ 7.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$ 4.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$ 2.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$ 281.00
204	Preformed Symbol	1	EA	\$ 438.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$ 369.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$ 7.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$ 5.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$ 3.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$ 11.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$ 9.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$ 6.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$ 12.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$ 10.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$ 7.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$ 55,637.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	No Bid

222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-42	Speed Hump W/ Curbing	1-50	FT	No Bid
S-43	Speed Hump W/ Curbing	51-100	FT	No Bid
S-44	Speed Hump W/ Curbing	101+	FT	No Bid
S-45	Speed Hump No Curbing	1-50	FT	No Bid
S-46	Speed Hump No Curbing	51-100	FT	No Bid
S-47	Speed Hump No Curbing	101+	FT	No Bid
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: Schuller Contractors Incorporated

9125 Parkers Landing, Suite 6

Orlando, FL 32824

Phone: 407-855-5572 Fax: 407-855-4922

Email: Schullercontractors@gmail.com

EXHIBIT "C"



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

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

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

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK		FEE
1)		
2)		
3)		
4)		
5)		
6)		
7)		
		\$ -
Contract Dollars:		\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		\$0.00
CONTRACT TOTAL DOLLARS:		\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

*** INVITATION TO BID ***

- I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2022-002 Alternative Paving Methods**
- II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, one (1) copy and one (1) electronic copy on CD or Flash Drive.
- III. To be considered bids MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM May 5, 2022.

- IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM May 5, 2022.
- V. All bids must be according to specifications and conditions, and on the forms provided herein.
- VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they 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 to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.


Brandon Durlango
Procurement Manager

General Requirements:

1.1 BID PREPARATION

Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.

1.2 SUBMISSION OF BIDS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE BIDS AND WITHDRAWAL OF OFFERS

No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.

1.7 DISCOUNTS

Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.

1.8 BID EVALUATION AND AWARD

All bids received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee.

Bidders are cautioned that no communication with any City of Kissimmee employees involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Agent. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidder's request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDERS CERTIFICATION

By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
- B. That the bidder has not divulged or discussed his offer with other bidders.
- C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
- D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE

Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;

- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS: The following are special provisions set forth in this bid.

2.1 PUBLIC ENTITY CRIMES: "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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov or faxed to 407-518-2208 not less than seven (7) days prior to the bid opening date.

Last day for emailed or faxed questions is 4:00PM, April 15, 2022; an addendum will be issued not later than 4:00PM, April 20, 2022 by email.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 - 124. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.5 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.6 **The City of Kissimmee has a Local Vendor Preference Policy:** When written bids, responses

to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price.

In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.8 **INDEMNITY:** The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.9 **INSURANCE PROVISIONS:** The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's 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 his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be 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 Liability: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.10 BOND REQUIREMENT: This bid requires the following bond:

- A. Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work in the amount of \$10,000.

2.11 Employees Information/Criminal History: The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Kissimmee. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers and social security numbers.

A criminal background check on any personnel who may be assigned duties in any space at any City Facility will be obtained by the City of Kissimmee to be kept on file by the City personnel department and will be available to governing agencies upon official written request. Anyone working on the premises of the City without a background check on file will be cause for immediate termination of this contract and forfeiture of all bonds. The cost of this background check is the responsibility of the bidder and will be invoiced by the City of Kissimmee. Anyone found to have any sexual offenses on their criminal background check, including arrests and not limited to convictions, shall be ineligible to work on City of Kissimmee premises.

2.12 LIABILITY: The successful bidder shall act as an independent contractor and not as an employee of the City of Kissimmee. The vendor will be required to indemnify, defend, hold and save harmless City of Kissimmee, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed.

2.13 CONFLICT OF INTEREST: All offers must disclose with their offer the name of any officer, director, or agent, who is also an officer or employee of the City of Kissimmee. Further, all bidders must disclose the name of any City of Kissimmee officer or employee who owns, directly or indirectly, an interest of the bidders firm or any of its branches.

2.14 TERMINATION FOR CONVENIENCE: The City of Kissimmee reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the City of Kissimmee, the vendor shall only provide those services specifically approved or directed by the City of Kissimmee. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Kissimmee 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 vendor.

Upon termination, vendor shall bill the City of Kissimmee for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a professional 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 of Kissimmee. The vendor shall however, be entitled to payment for services commenced and approved by the City of Kissimmee prior to the receipt of notice, or with the express written consent of the City of Kissimmee, prior to the effective date of termination.

2.15 LAWS GOVERNING THIS CONTRACT: Any contractual arrangement between the City of Kissimmee and the vendor shall be consistent with, and be governed by the ordinances or the

City of Kissimmee, laws of the state of Florida both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in the City of Kissimmee.

2.16 MODIFICATIONS: Any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Kissimmee.

2.17 POST AWARD CONFERENCE: The successful bidder will meet with the PW&E project manager within ten (10) days after notification to proceed for the purpose of providing proof of insurance, licensure, and to perform a walk-through of the maintenance sites covered by this contract. Any questions regarding the scope or requirements of this job should be resolved at this meeting prior to commencement of work. A schedule of mowing cycles will be established at this meeting.

2.18 FORM OF CONTRACT: The Contract agreement between the Contractor and the Owner will be furnished by the Owner with any amendments thereto.

2.19 PRICING: The lump price for furnishing all design, labor, and materials to do the work (required by the plans and specifications being provided by the bidder), will be shown on the enclosed "Schedule of Offers" and shall include all costs associated with the project.

2.20 TERM OF CONTRACT: The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

2.21 SPECIAL PROVISIONS: Any offer should be substantially similar to the attached specifications. Any deviations should be clearly identified and explained.

A. Use of Premises: The contractor is responsible for all damages to the City of Kissimmee property and private property near the job site. The contractor will be responsible for restoring, replacing or repairing any damage which occurs during the performance of his work. The contractor is also responsible for the cleanup and removal of all debris, cuttings, accidental or otherwise, which occur as a result of his operations.

B. Supervisions of work: The contractor shall provide a thoroughly competent superintendent who shall oversee the work and be present during all normal maintenance.

2.22 PAYMENTS: Payments to the vendor shall be made only upon submission by the vendor of efficient proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. The vendor shall provide at the post award conference a payment schedule for work phases. Payment to the vendor prior to initiation of the project and receipt by the City of Kissimmee for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. The Contract Coordinator shall sign off on invoices as proof of satisfactory completion.

Bills for the compensation of completed work shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof to the Kissimmee Public Works & Engineering Department, 101 Church St Suite 301, Kissimmee, FL 34741

2.23 PROPOSAL OF PUBLIC DOMAIN: All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors

shall not submit pages marked a proprietary or otherwise restricted.

2.24 **ASSIGNMENT:** Successful Proposer shall not assign his contract with the City of Kissimmee without prior approval of the City of Kissimmee.

2.25 The Contractor warrants that its services under this agreement shall be conducted in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession for the relevant geographical area. Any or all portions of the contract may **not** be sub-contracted out by the company awarded the bid.

2.26 **PRE-BID CONFERENCE:** A **NON-MANDATORY** pre-bid conference will be held 10:00AM April 13, 2022 in the Toho Conference Room 1st Floor City Hall, 101 Church St., Kissimmee, FL 34741. **A single addendum addressing questions will be issued after the pre-bid if required.**

2.27 **REFERENCES:** Provide with your bid a minimum of 3 current references for job of equal scope and 2 references from jobs no longer serviced.

3.0 **SPECIFICATIONS:** It is the intent of this solicitation to engage multiple contractors to perform miscellaneous alternative paving methods on an as-needed basis. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding. Under the solicitation process, the stipulations set forth herein are fully binding on the bidder to the extent that you confirm acceptance by your signature on the Respondent's Certification page.

1. Description The CONTRACTOR shall provide all supervision, labor, materials, equipment, machinery, tools, apparatus, transportation, fuel, mileage and incidentals necessary to perform alternate paving methods on an as-needed basis, including, but not limited to milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work and sodding. Please refer to Attachments L, M and N for specific technical specifications and requirements.

2. Safety: The CONTRACTOR shall be responsible for ensuring that all materials and performance of work shall meet all Federal, State and local safety laws currently in effect. The CONTRACTOR shall take all necessary precautions for the safety of their employees and of the general public.

3. Personnel: The CONTRACTOR shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to perform the scope of services of this solicitation. The personnel shall be competent, properly licensed, experienced, and skilled in the services provided by the CONTRACTOR.

4. Task Authorization Process: This section briefly describes the expected process to be used to request work from the awarded CONTRACTORS.

1. The CITY's Project Manager or designee identifies alternate paving methods work that needs to be performed.

2. The CITY'S Project Manager or designee may choose any one of the awarded CONTRACTORS to perform the Work.

a.) The CITY's Project Manager or designee issues a generally worded scope of work to CONTRACTORS outlining the necessary alternate paving methods work requirements for a specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.

- b.) When required by the CITY's Project Manager or designee, CONTRACTORS will attend any Mandatory onsite visits.
- c.) The CONTRACTOR drafts price proposal and submits to CITY for review. This proposal shall include the following:
 - 1.) Brief description of the work to be performed.
 - 2.) Labor and material costs for each of the major elements of work. Total cost of project.
 - 3.) List of sub-contractors.
 - 4.) Signed statement confirming that the CONTRACTOR has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
 - 5.) Number of calendar days required to complete the work after CITY authorization. It is the responsibility of the CONTRACTOR to ensure that he has all of the information necessary to prepare the estimate.
 - 6.) The completed cost proposal shall be signed and dated by the CONTRACTOR and returned to the CITY for review within the specified time period of request. This time period requirement may be revised on a per project basis by the CITY'S Project Manager or designee.
 - 7.) Upon review of all proposals received, the CITY will assign the project by issuing a Task Authorization.
- d.) The CITY'S review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The CITY will only consider change orders in extreme cases.
- e.) Issuance by the CITY of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The CONTRACTOR shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order.
- f.) The CONTRACTOR will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- g.) The CONTRACTOR shall control all work.
- h.) If, in the CITY'S opinion, the CONTRACTOR has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the CITY may select an alternate CONTRACTOR for the work. If the CONTRACTOR has been found, in the CITY'S opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the CITY reserves the right to suspend the CONTRACTOR.
- i.) Upon completion of work in its entirety, and inspection and approval of work has been performed by the CITY'S Project Manager or designee, the CONTRACTOR shall issue an invoice to the CITY'S Project Manager or designee.

5. Changes: Any changes agreed upon between the CITY and the CONTRACTOR shall be documented and a change order issued and signed by both parties.

6. Material Approval:

- a.) All materials and supplies provided by the CONTRACTOR must be approved by the CITY's Project Manager prior to being used.
- b.) All work and materials shall comply with any and all applicable laws, codes, and industry standards, as well as any and all recommendations and requirements of the applicable manufacturer.

c.) The CONTRACTOR must submit all invoices for materials to the CITY with each invoice.

7. Subcontractors: If a subcontractor is needed to complete work, the CONTRACTOR must have approval from the CITY. The CONTRACTOR will be held responsible for holding the subcontractor accountable to the same contract standards set forth in this contract.

8. Permits, Licenses and Fees:

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services per project.

9. Hours of Work: No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Saturdays and Sundays or CITY holidays unless the proper and efficient prosecution of the work requires operations during the night or weekend and/or without prior written approval from the CITY'S Project Manager or designee and any other agency having jurisdiction. Written notification for doing the work shall be provided to the CITY'S Project Manager or designee a minimum of 24 hours before starting such items of the work.

10. Vehicle Operator Licenses: The CONTRACTOR shall ensure that all vehicle operators have a valid operator's license for the type vehicle being driven, prior to commencement of work.

11. Clean-Up:

- a.) The CONTRACTOR shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the CITY. Staged materials shall be organized and placed so they do not interfere with access to the property/building.
- b.) At the completion of the services, the CONTRACTOR shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The CONTRACTOR shall not use trash receptacles on the CITY's premises without authorization. If a dumpster is required for removal of material then the contractor must contract with Waste Management who has an exclusive contract with the CITY.
- c.) All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.
- d.) Any hazardous materials shall be disposed of as prescribed by law and the CONTRACTOR shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

12. Warranty:

- a.) The CONTRACTOR shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the CITY, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the CONTRACTOR fails within twenty-four (24) hours to correct defects, the CITY shall be entitled to have such work remedied and the CONTRACTOR shall be fully liable for all costs and expenses reasonably incurred by the CITY. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the CITY.
- b.) The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under the resulting Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of the resulting Agreement.

13. Damages:

- a.) The CONTRACTOR shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the CONTRACTOR shall be the CONTRACTOR's sole responsibility and liability.
- b.) Any materials stored on property shall be the responsibility of the CONTRACTOR for any damaged or stolen materials.
- c.) Any pre-existing damage shall be reported immediately to the CITY Project Manager or his appointed Designee.

14. Penalty: The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under the resulting Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of this Agreement.

15. Work Completion Date: The CONTRACTOR shall communicate to the CITY any delays in the completion of the work. A final walk through will be conducted with a City Designee to approve the completed project. If the CONTRACTOR cannot perform the services according to the scope, the CITY reserves the right to select another CONTRACTOR to perform the services.

16. Salvage:

- a.) The CITY reserves the first right of salvage for any and all materials of value from items that are scheduled to be removed as part of any project.
- b.) The CITY will at its sole discretion when in the best interest of the CITY remove any item that it deems useful without incurring additional costs to the project.
- c.) Should the CONTRACTOR desire items for salvage, they must submit the request in writing and include it in the Bid Response. The CITY reserves the right to refuse the request in all or in part.

17. Percentage Mark – up on Material: When applicable, the “percentage mark-up” on materials shall be calculated as a percentage rate.

18. Federal Requirements (when applicable):

CONTRACTOR shall comply with Federal requirements per 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, listed in Attachment ‘B’, and any subsequent revisions and updates.

4.0 ATTACHMENTS

Attachment ‘A’: Local Vendor Affidavit of Eligibility

Attachment ‘B’: Federal Requirements

Attachment ‘C’: Schedule of Unit Prices Bid Form Sheet

Attachment ‘D’: Bidder’s Personnel List

Attachment ‘E’: Bidder’s Equipment List

Attachment ‘F’: Bidder’s Previous Experience

Attachment ‘G’: No Response Form

Attachment ‘H’: Identical Tie Bids

Attachment ‘I’: Special Technical Specifications

Attachment ‘J’: Standard Specifications

Attachment ‘K’: Supplemental Specifications

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	_____
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	_____
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	_____
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	_____
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	_____
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	_____
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	_____
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	_____
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	_____
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	_____
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	_____

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

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: (____) _____ FAX NO.: (____) _____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name)_____ being an authorized representative of lawful age,
who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company)_____ MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced_____

Attachment B

Federal Requirements (when applicable)

A. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

B. Federal Equal Opportunity Employer Requirement.

1. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

2. During the performance of this contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

b) 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, or national origin.

c) 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.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, 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.

f) 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, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) 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, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO 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.

C. Compliance of Reporting Requirements.

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

D. Access to Records.

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- (a) The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

E. Retention of Records.

1. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
2. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

F. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 3 of this section.

G. Clean Air Act and The Federal Water Pollution Control Act.

1. The 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).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
2. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City of Kissimmee. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of Kissimmee (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended).

1. Contractors who apply or propose 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.
2. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

J. Procurement of Recovered Materials.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

K. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval from the appropriate Federal agency.

L. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

M. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

N. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

O. Compliance with the “Davis-Bacon Act”:

- (a) In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are 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 pay wages not less than once a week.
- (b) The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

P. Compliance with the Copeland “Anti-Kickback Act”:

- (a) The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. 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”.
- (b) Each CONTRACTOR or SUBCONTRACTOR are hereby 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.
- (c) 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.
- (d) 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.
- (e) The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

Q. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$
6	Inlet Protection System	26-50	EA	\$
7	Inlet Protection System	51-100+	EA	\$
8	Floating Turbidity Barrier	1-200	LF	\$
9	Floating Turbidity Barrier	201-500	LF	\$
10	Floating Turbidity Barrier	501-1000+	LF	\$
11	Staked Silt Fence	1-200	LF	\$
12	Staked Silt Fence	201-500	LF	\$
13	Staked Silt Fence	501+	LF	\$
14	Clearing and Grubbing	1	AC	\$
15	Curb and Gutter Removal	1-200	LF	\$
16	Curb and Gutter Removal	201-500	LF	\$
17	Curb and Gutter Removal	501+	LF	\$
18	Miscellaneous Concrete Removal	1-200	SY	\$
19	Existing Pipe Removal	1-200	LF	\$
20	Existing Pipe Removal	201-500	LF	\$
21	Existing Pipe Removal	501+	LF	\$
22	Removal of Existing Pavement	1-200	SY	\$
23	Removal of Existing Pavement	201-500	SY	\$
24	Removal of Existing Pavement	501+	SY	\$
25	Roadway Excavation	1-200	CY	\$
26	Roadway Excavation	201-500	CY	\$
27	Roadway Excavation	501+	CY	\$
28	Swale Grading	1-200	LF	\$
29	Swale Grading	201-500	LF	\$
30	Swale Grading	501+	LF	\$
31	Embankment (Truckload)	1-200	CY	\$
32	Embankment (Truckload)	201-500	CY	\$
33	Embankment (Truckload)	501+	CY	\$
34	Flowable Fill	1-9	CY	\$
35	Flowable Fill	10-18	CY	\$
36	Flowable Fill	19-27+	CY	\$
37	Asphaltic Base Course	1-200	TN	\$
38	Asphaltic Base Course	201-500	TN	\$

39	Asphaltic Base Course	501+	TN	\$
40	Optional Base Group 1	1-200	SY	\$
41	Optional Base Group 1	201-500	SY	\$
42	Optional Base Group 1	501-1000+	SY	\$
43	Optional Base Group 4	1-200	SY	\$
44	Optional Base Group 4	201-500	SY	\$
45	Optional Base Group 4	501-1000+	SY	\$
46	Optional Base Group 6	1-200	SY	\$
47	Optional Base Group 6	201-500	SY	\$
48	Optional Base Group 6	501-1000+	SY	\$
49	Optional Base Group 9	1-200	SY	\$
50	Optional Base Group 9	201-500	SY	\$
51	Optional Base Group 9	501-1000+	SY	\$
52	Optional Base Group 11	1-200	SY	\$
53	Optional Base Group 11	201-500	SY	\$
54	Optional Base Group 11	501-1000+	SY	\$
55	Milling (1")	1-200	SY	\$
56	Milling (1")	201-500	SY	\$
57	Milling (1")	501-1000+	SY	\$
58	Milling (1.5")	1-200	SY	\$
59	Milling (1.5")	201-500	SY	\$
60	Milling (1.5")	501-1000+	SY	\$
61	Milling (2")	1-200	SY	\$
62	Milling (2")	201-500	SY	\$
63	Milling (2")	501-1000+	SY	\$
64	Milling (3")	1-200	SY	\$
65	Milling (3")	201-500	SY	\$
66	Milling (3")	501-1000+	SY	\$
67	Milling (4")	1-200	SY	\$
68	Milling (4")	201-500	SY	\$
69	Milling (4")	501-1000+	SY	\$
70	Milling (5")	1-200	SY	\$
71	Milling (5")	201-500	SY	\$
72	Milling (5")	501-1000+	SY	\$
73	Milling (6")	1-200	SY	\$
74	Milling (6")	201-500	SY	\$
75	Milling (6")	501-1000+	SY	\$
76	Type III Asphaltic Concrete	1-200	TN	\$
77	Type III Asphaltic Concrete	201-500	TN	\$
78	Type III Asphaltic Concrete	501+	TN	\$
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$
81	Asphaltic Concrete Type "S-1"	501+	TN	\$
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$
84	Asphaltic Concrete Type "S-3"	501+	TN	\$
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$
91	18" RCP CD - CI	1-200	LF	\$
92	18" RCP CD - CI	201-500	LF	\$
93	18" RCP CD - CI	501+	LF	\$
94	Type "A" Curb	1-25	LF	\$
95	Type "A" Curb	26-50	LF	\$
96	Type "A" Curb	51-100+	LF	\$
97	Type "B" Curb	1-20	LF	\$
98	Type "B" Curb	26-50	LF	\$
99	Type "B" Curb	51-100+	LF	\$
100	Type "D" Curb	1-25	LF	\$
101	Type "D" Curb	26-50	LF	\$
102	Type "D" Curb	51-100+	LF	\$
103	Type "E" Curb	1-25	LF	\$
104	Type "E" Curb	26-50	LF	\$
105	Type "E" Curb	51-100+	LF	\$
106	Type "F" Curb	1-25	LF	\$
107	Type "F" Curb	26-50	LF	\$
108	Type "F" Curb	51-100+	LF	\$
109	Valley Gutter	1-25	LF	\$
110	Valley Gutter	26-50	LF	\$
111	Valley Gutter	51-100+	LF	\$
112	Traffic Separator - (4')	1-25	LF	\$
113	Traffic Separator - (4')	26-50	LF	\$
114	Traffic Separator - (4')	51-100+	LF	\$
115	Traffic Separator - (6')	1-25	LF	\$
116	Traffic Separator - (6')	26-50	LF	\$
117	Traffic Separator - (6')	51-100+	LF	\$
118	Traffic Separator - (width varies)	1-25	SY	\$
119	Traffic Separator - (width varies)	26-50	SY	\$
120	Traffic Separator - (width varies)	51-100+	SY	\$
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$
132	Detectable Warning Surfaces (Inset)	101+	SF	\$

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$
136	Sodding (Bahia)	1-200	SY	\$
137	Sodding (Bahia)	201-500	SY	\$
138	Sodding (Bahia)	501+	SY	\$
139	Sodding (Floritam)	1-200	SY	\$
140	Sodding (Floritam)	201-500	SY	\$
141	Sodding (Floritam)	501+	SY	\$
142	Loop Assembly, F&I - Type B	1	AS	\$
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$
144	Install Sign (single post)	6-15	EA	\$
145	Install Sign (single post)	16-30+	EA	\$
146	Install Sign (multi-post)	1-5	EA	\$
147	Install Sign (multi-post)	6-15	EA	\$
148	Install Sign (multi- post)	16-30+	EA	\$
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$
170	6" Dotted Guide Lines (paint)	1-50	LF	\$
171	6" Dotted Guide Lines (paint)	51-100	LF	\$
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$
173	Directional Arrows (Paint)	1-10	EA	\$
174	Directional Arrows (Paint)	11-50	EA	\$
175	Directional Arrows (Paint)	51+	EA	\$
176	Pavement Messages (Paint)	1-10	EA	\$
177	Pavement Messages (Paint)	11-50	EA	\$
178	Pavement Messages (Paint)	51+	EA	\$

179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$
203	Directional Arrows / Extru. Thermo.	1	EA	\$
204	Preformed Symbol	1	EA	\$
205	Pavement Messages / Extru. Thermo.	1	EA	\$
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	\$
216	Asphalt Recycling	10,001 - 50,000	SY	\$
217	Asphalt Recycling	50,001+	SY	\$
218	Recycling Agent	1 - 10,000	GAL	\$
219	Recycling Agent	10,001 - 50,000	GAL	\$
220	Recycling Agent	50,001+	GAL	\$
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	\$
222	Base Course HIPR	10,001 - 50,000	SY	\$
223	Base Course HIPR	50,001+	SY	\$
224	2" Complete HIPR	1 - 10,000	SY	\$
225	2" Complete HIPR	10,001 - 50,000	SY	\$
226	2" Complete HIPR	50,001+	SY	\$
227	Asphalt Recycling Agent	1 - 10,000	SY	\$
228	Asphalt Recycling Agent	10,001 - 50,000	SY	\$
229	Asphalt Recycling Agent	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$
S-22	Cement for Reclamation	1	TN	\$
S-23	Emulsion for Reclamation	1	Gal	\$
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-27	Fog Seal	1- 10,000	SY	\$
S-28	Fog Seal	10,001- 50,000	SY	\$
S-29	Fog Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-30	Cape Seal	1- 10,000	SY	\$
S-31	Cape Seal	10,001- 50,000	SY	\$
S-32	Cape Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-36	Crack Filling/Sealing	1-500	GAL	\$
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$
S-38	Crack Filling/Sealing	1,001+	GAL	\$

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-39	Asphalt Rejuvenator	1-50,000	SY	\$
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	\$
S-41	Asphalt Rejuvenator	100,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-42	Speed Hump W/ Curbing	1-50	FT	\$
S-43	Speed Hump W/ Curbing	51-100	FT	\$
S-44	Speed Hump W/ Curbing	101+	FT	\$
S-45	Speed Hump No Curbing	1-50	FT	\$
S-46	Speed Hump No Curbing	51-100	FT	\$
S-47	Speed Hump No Curbing	101+	FT	\$
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-48	Slurry Seal	1-10,000	SY	\$
S-49	Slurry Seal	10,001 - 50,000	SY	\$
S-50	Slurry Seal	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____

Attachment D

BIDDER'S PERSONNEL LIST

The Bidder shall indicate on this form all personnel currently employed by the Contractor to be utilized in the performance of this Scope of Work.

MANAGER/SUPERINTENDENT: (For each individual listed, indicate the total years employed by bidder & in this field.)

Name	Years Employed	Years in Field
1. _____	_____	_____
EMPLOYEE/WORK CREW:		
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Attach additional pages if necessary to include all personnel.

Attachment E

BIDDER'S EQUIPMENT LIST

ITEM	MODEL/YEAR	MANUFACTURER
1.		
Owned by Bidder:	OR Leased from:	
2.		
Owned by Bidder:	OR Leased from:	
3.		
Owned by Bidder:	OR Leased from:	
4.		
Owned by Bidder:	OR Leased from:	
5.		
Owned by Bidder:	OR Leased from:	
6.		
Owned by Bidder:	OR Leased from:	
7.		
Owned by Bidder:	OR Leased from:	
8.		
Owned by Bidder:	OR Leased from:	
9.		
Owned by Bidder:	OR Leased from:	
10.		
Owned by Bidder:	OR Leased from:	
11.		
Owned by Bidder:	OR Leased from:	
12.		
Owned by Bidder:	OR Leased from:	

Attach additional pages if necessary to include all equipment

Attachment F

BIDDER'S PREVIOUS EXPERIENCE LIST

The Bidder shall indicate at least five (5) recent Agreements of a non-residential nature, completed or in progress by the Bidder, including, but not limited to, any previous experience similar in size and scope to the Scope of Work indicated in this Invitation to Bid. ***Do not include projects completed or currently underway with the City of Kissimmee.***

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Attachment G

NOTICE

IFB2022-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks: _____

Signature

Attachment H

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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.

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

Vendor's Signature

SPECIAL TECHNICAL SPECIFICATIONS

MICRO SURFACING

SECTION 335

MICRO SURFACING

335-1 Description.

Construct a micro surfacing pavement with the type of mixture specified in the Contract Documents. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

335-2 Materials.

335-2.1 Emulsified Asphalt:

335-2.1.1 General Requirements:

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-lh as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

335-2.1.2 Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-lh, with the following additions:

Table 335-1 Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation ⁽¹⁾	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

335-2.1.3 Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. A pretest number will then be assigned by the Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer.

335-2.2 Aggregate:

335-2.2.1 General:

Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

335-2.2.2 Aggregate Quality Tests:

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄
AASHTO T 96	Abrasion Resistance ⁽¹⁾	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

335-2.2.3 Gradation Requirements:

When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 335-3, Column II.

Table 335-3 Mix Design Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing		Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100		N/A
No. 4	90 – 100		± 5%
No. 8	65 – 90		± 5%
No. 16	45 – 70		± 5%
No. 30	30 – 50		± 5%
No. 50	18 – 30		± 4%
No. 100	10 – 21		± 3%
No. 200	5 – 15		± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 335-3, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

335-2.3 Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 335-5.

335-2.4 Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

335-2.5 Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

335-3 Mix Design.

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be

used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing micro surfacing mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4		
Mix Design Testing Requirements		
ISSA Test No.	Property	Specification Requirements
ISSA TB-139 ⁽¹⁾	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft ² Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	50 g/ft ² Maximum 75 g/ft ² Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113 ⁽¹⁾	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5	
Mix Design Component Material Requirements	
Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, comingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

335-4 Equipment.

335-4.1 General:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

335-4.2 Mixing Equipment:

Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one half mile or less in length. Self loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines may be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment.

The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

335-4.3 Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

335-4.4 Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

335-4.4.1 Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

335-4.4.2 Rut-filling Equipment:

When required by the Contract Documents, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than ½ inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1 1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

335-4.5 Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

335-5 Calibration.

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted. 335-6 Weather Limitations.

Do not apply micro surfacing if either the pavement or air temperature is below 50 F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

335-7 Surface Preparation.

335-7.1 General:

Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with Contract Documents. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The Engineer will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the laydown machine or existing on the road, will be permitted.

335-7.2 Tack Coat:

Place a tack coat on all collector roads prior to constructing a micro surfacing course. A tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd.

335-8 Application.

335-8.1 General:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, bailing, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four

drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

335-8.2 Rate of Application.

The average application rate shall be in accordance with Table 335-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 335-6 Application Rates			
AGGREGATE TYPE	LOCATION	APPLICATION RATE⁽¹⁾	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 20-24 lbs/yd ²	Double Application (two lifts): Bottom: 14-18 lbs/yd ² Top: 16-20 lbs/yd ² Total: 30-34 lbs/yd ²
	Scratch or Leveling Course	As Required --- 12 lb/yd ² (minimum)	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

335-8.3 Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible.

Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off.

Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro surfacing and the adjacent pavement does not exceed 1/4 inch.

335-8.4 Mix Stability:

Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

335-8.5 Handwork:

Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

335-8.6 Lines:

Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

335-8.7 Cleanup:

Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

335-8.8 Post Sweeping:

If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

335-9 Quality Assurance.

335-9.1 Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

335-9.2 Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 335-7.

Table 335-7	
Aggregate and Emulsified Asphalt - Acceptance Limits	
Aggregate	Tolerance from Mix Design Target Values
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

335-9.3 Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 335-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/sq yd rate less than the "Total" specified range. For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

335-9.4 Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Micro-surfacing project references from a City or County in the State of Florida, that have been completed within the past three years. Bidders are required to submit detailed information: indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession, in the State of Florida at the time of bidding, four (4) micro-surface truck mounted machines and two (2) self loading machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

335-10 Basis of Payment.

335-10.1 General:

The micro surfacing shall be paid for at the Contract unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all micro surfacing work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

Warranty:

The Contractor shall provide the City or County upon final acceptance of the micro surfacing work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

ASPHALTIC SURFACE TREATMENT (CHIP SEAL) SPECIFICATIONS

The work specified in this section consists of furnishing and applying a single, double or triple application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the City and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

Materials:

Aggregates: Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89, #78 and #67 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of .4% to .8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that is approved by the City. The City shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the cost of the items surface treatment CRS-2P and asphaltic pre-coated cover material, clean broken stone. Payment shall not be made for the surface treatment/pre-coated cover material, clean broken stone unless a representative of the City is present to observe the pre-coating process.

Liquid bituminous material for surface treatment: CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

- a.) Distill the CRS-2P at 400°F for 20 min. and
- b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the City. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350°F max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77°F, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, %	50	-
Softening Point, °F	125	-
Solubility in Trichloroethylene, %	97.0	-

Material Samples:

The City will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The City will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The City reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that as been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to twenty-four (24) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard.

Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

Rollers:

The contractor shall use one, ten (10) ton steel wheeled roller and two, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi.

The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Chip Seal project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. The Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The Contractor shall have in their possession, in the State of Florida at the time of bidding, two (2) or more aggregate spreaders and two (2) distributors as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction

Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface:

The chip seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris.

Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- Single Chip Seal: Application of the liquid bituminous material shall be applied at a rate of .40 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- Double Chip Seal: The second application of liquid bituminous material shall be applied at a rate of .40 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.
- Triple Chip Seal: The third application of liquid bituminous material shall be applied at a rate of .35 - .38 gallons per square yard depending upon the size of the first two layers of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first and second applications of surface treatment.

Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 25 - 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller.

Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

Fog Seal:

Upon direction from the engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. If sanding is needed, the fog seal shall be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall have on site an M.O.T. person with no less than an Intermediate

certification and submit an M.O.T plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the City prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal. The prime contractor must perform at least 51% or more of the project that includes Chip Seal.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Chip Seal (Single application), Chip Seal (Double application) or Chip Seal (Triple application) as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the City, Fog Seal shall be applied and paid separately as listed in the Technical Provision for Fog Seal.

Cape Seal will be the combined price per SY of a Single Chip Seal and a Double Micro-surface.

Cape Seal Applications:

For Cape Seal applications a Single Chip Seal with #89 stone (treated with CSS-1H) aggregate will be applied to the roadway. After sweeping the single chip seal in 24 to 48 hours a double micro-surface 30-34 lbs/SY will be applied in two lifts. (See Micro-surfacing Specifications and warranty)

FULL DEPTH RECLAMATION WITH ASPHALT EMULSION SPECIFICATIONS

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer. Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

Materials:

RAP: Materials must meet all requirements specified in the 2010 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

Additional Base Materials: Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

Asphalt Emulsion: When asphalt emulsion treatment is specified, asphalt emulsion, type CSS- 1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

Portland Cement: When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project.

Water: The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

Equipment:

Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

Cement Delivery Equipment: A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (with emulsion stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

Weather and Seasonal limitations: The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of asphalt emulsion or foamed asphalt required in the mix. Test specimens containing various amounts of asphalt emulsion or foamed asphalt are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of either is to be determined. Actual application quantities for the additives will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

Mix Design Performance Criteria		
<i>100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:</i>		
Property	Criteria	Purpose
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
* Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.		
**Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath		

Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor. The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris. After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2"	98 - 100
1-1/2"	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation. The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project. After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

Compaction: Commence rolling with self propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922. Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained. At the end of each day's production, a transverse construction

joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompact to the required density. Correct all irregularities greater than 1" over ten feet to the satisfaction of the engineer.

Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed. At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied. The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work. When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

Thickness: The average thickness of the base constructed during one day shall be within ½ inch (12 mm) of the thickness required, except that the thickness of any one point may be within ¾ inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

Sampling and Testing:

<u>Control Testing for Full Depth Reclamation Field Sampling and Testing</u>			
Type of Test	Method	Frequency	Size and Location
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the City's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements. All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site. Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. An item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Full Depth Reclamation (Pulverization), the per Gallon price for Asphalt Emulsion, the per Cubic Yard price for Excavation and the per TON price for General Use Optional Base Material. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

RAP / Milling Placement Specifications

1. Mobilize a crusher to crush millings to 1/2" minus
2. Load & haul crushed millings to the attached locations
3. Prior to placement of the crushed RAP the existing roads shall be clipped and any low areas (pot holes included) shall be filled and rolled with a standard rolling pattern.
4. The crushed Rap must have the proper amount of moisture to allow for compaction/ be placed by a self propelled Paving Machine with a standard 10' main screed, be able to hold an 18' roadway from edge to edge, and will be compacted to a standard rolling pattern according to the 2000 Standard DOT Spec. Book
5. Spread rate of the application of crushed RAP of will be placed at 250 lbs per SY
6. After accepted, it will have to be Primed & Sanded at an application rate not less than 0.10 Gal/Per SY, unless a lower rate is directed by LCDOT.
7. Dress the edges at any drop offs and positive Drainage
8. Driveway tie ends shall not exceed more than 1" at concrete or Paved drives

FOG SEAL SPECIFICATIONS

The work specified in this section consists of furnishing and applying fog seal on existing roads at application rates described here-in.

Description: Fog seals are a method of adding asphalt to an existing pavement surface to improve sealing or waterproofing, prevent further stone loss by holding aggregate in place, or simply improve the surface appearance. Generally, fog seal is a light spray application of diluted asphalt emulsion used primarily to seal an existing asphalt surface to reduce raveling and enrich dry and weathered surfaces. However, inappropriate use can result in slick pavements and tracking of excess material.

Materials:

The emulsion types recommended for fog seals may be cationic (i.e., a positive surface charge on the asphalt particles), or anionic (i.e., a negative surface charge on the asphalt particles). The primary types used are CSS-1h and SS-1h. In some circumstances, CQS-1h (and LMCQS-1h) will give a faster set.

Liquid emulsified bituminous material for dilution: CSS-1h liquid bituminous material conforming to the requirements of AASHTO MI 208 or SS-1h conforming to the requirements of AASHTO M 140 (except as modified herein) shall be utilized. The contractor shall certify the liquid bituminous material meets the aforementioned specifications.

The asphalt emulsion may contain up to 43% water prior to dilution. Original emulsion water and dilution water shall be limited to and not exceed for any reason 50% by volume. Therefore, residual asphalt shall equal 50% (+1%, -0%).

Dilution Water and Emulsion Water: Water introduced into the asphalt must be potable and free from detectable solids or incompatible soluble salts (hard water).

Material Samples:

The City will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The City will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The City reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .03 to .22 gallons per square yard with nozzles adjusted to allow minimum overlap of 3x. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents.

Distributors shall be equipped with an asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices shall be the responsibility of the Contractor.

Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Fog Seal project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction

Layout:

The Contractor will be responsible for the layout of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal limitations:

The fog seal shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F. If unexpected rain occurs prior to the emulsion breaking, the area shall be re-fogged at no cost to the City. Further, the contractor's traffic control and project monitoring shall continue until the

surface is either free of emulsion or the emulsion applied has broke and the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface:

The contractor will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of bituminous material:

The emulsion shall be diluted no more than 24 hours before its intended use to avoid settlement of the diluted emulsion. Water shall be introduced into the emulsion. Introducing emulsion into water is not permitted. The emulsion shall be circulated using a centrifugal or other suitable pump to ensure uniformity as needed.

Properly calibrated distributor trucks with 4 to 5 mm (1/8" to 3/16") opening spray nozzles shall be used to apply the emulsion. The emulsion may be heated to 122°F maximum, or may be applied at ambient temperatures conforming to the requirements of this technical provision. The emulsion shall be sprayed at a rate as directed in the field by the City. Application will be determined dependent upon the surface conditions.

Tight Surface (low absorbance and relatively smooth) - .09-.14 gal/sy

Open Surface (relatively porous and absorbent with open voids) - .18-.22 gal/sy

Exceptions: When fog seal is required as a subsequent treatment to chip seal, OGCM, or other method described in this contract, materials, equipment and application shall be as described in this technical provision and as amended in the technical provision appropriate to the work the fog seal is subsequent to. If discrepancies occur, the City shall determine the appropriate specification.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh fog seal until material is sufficiently broke such that tire pickup does not occur. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area.

The MOT plan must be approved in writing by the City prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the per square yard price for Fog Seal. There will be a bid item for "Tight Surfaces" (.09-. 14 gal/sy) and a separate bid item for "Open Surfaces" (.18-.22 gal/sy) as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

CAPE SEAL SPECIFICATIONS

Description:

The work specified in this section consists of furnishing and applying a single application of polymer modified bituminous surface treatment followed by a mixture of polymer-modified emulsified asphalt, mineral aggregate,

mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface, established by the City and in substantial conformance with the limits established by the owner. This two-step process is called a Cape Seal.

Materials

Aggregates: for the first coat, surface treatment crushed granite conforming to FDOT specifications section 901, table 1 for #89 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner.

Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of .4% to .8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that is approved by the City. The City shall approve the pre-coated aggregate before the seal coat process begins. All costs for the pre-coating and placement of aggregate shall be included in the cost of the item Cape Seal.

Payment shall not be made for the Cape Seal unless a representative of the City is present to observe the pre-coating process.

Aggregates: for the final coat, use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf> In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 62-1.

Table 62-1 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄
AASHTO T 96	Abrasion Resistance ⁽¹⁾	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

Gradation Requirements:

When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 62-2, Column II.

Table 62-2 Mix Design Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing		Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100		N/A
No. 4	90 – 100		± 5%
No. 8	65 – 90		± 5%
No. 16	45 – 70		± 5%
No. 30	30 – 50		± 5%
No. 50	18 – 30		± 4%
No. 100	10 – 21		± 3%
No. 200	5 – 15		± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002.

If the average of the five gradation tests is within the stockpile tolerances shown in Table 62-2, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 62-2, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 62-1 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 62-2, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filter by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 62-4.

Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

Mix Design:

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing such mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design. Meet the requirements provided in Table 62-3. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 62-3 Mix Design Testing Requirements		
ISSA Test No.	Property	Specification Requirements
ISSA TB-139 ⁽¹⁾	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft ² Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	50 g/ft ² Maximum 75 g/ft ² Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113 ⁽¹⁾	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 62-4.

Table 62-4 Mix Design Component Material Requirements	
Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, comingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited.

Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

Liquid bituminous material for the first coat: CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

a.) Distill the CRS-2P at 400°F for 20 min. and

b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck. The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from an Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the City. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion		
Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350°F max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77°F, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, %	50	-
Softening Point, °F	125	-
Solubility in Trichloroethylene, %	97.0	-

Liquid bituminous material for the final coat: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1 h as listed in Table 62-5. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

Table 62-5 Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation ⁽¹⁾	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. A pretest number will then be assigned by the Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer.

Material Samples:

The City will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The City will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The City will be responsible for the cost of the testing. The City reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to twenty-four (24) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard.

Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

Rollers:

The contractor shall use three, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure

varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

Sweepers:

A minimum of 2 vacuum sweepers shall be used on this project. In rural areas a self-propelled rotary broom can be used. It shall be equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. In residential areas a vacuum street sweeper must be used, and all excess aggregate shall be swept within 24 to 48 hours after the first application of the Cape Seal has been applied.

Mixing Equipment:

Truck mounted, and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines shall be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit and be able to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

Calibration:

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed.

Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Cape Seal project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. The Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The Contractor shall have in their possession, in the State of Florida at the time of bidding, two (2) or more aggregate spreaders, two (2) distributors, four (4) truck mounted machines and two (2) self loading machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction

Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

Weather and Seasonal limitations:

The cape seal treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface:

The cape seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris. Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be cape sealed. Provide temporary striping as necessary to comply with Contract Documents. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying cape seal. Protect manholes, valve boxes, drop inlets and other service entrances from the cape seal mixture by a suitable method. The Engineer will approve the surface preparation prior to cape seal. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted on the final application.

Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- Single Chip Seal: Application of the liquid bituminous material shall be applied at a rate of .32 -.38 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 22 - 28 lbs square yard depending upon the type of road that is being resurfaced.

Rolling:

Immediately following the first application of the cover material, roll the entire surface with pneumatic rollers. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material and as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material within 24 to 48 hours after the first application, before the final lift is applied.

Application of final lift:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The material shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, bailing, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd² area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

Rate of Application:

The average application rate shall be in accordance with Table 62-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd² of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture.

The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 62-6 Final Application Rates			
AGGREGATE TYPE	LOCATION	APPLICATION RATE⁽¹⁾	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 26-30 lbs/yd ²	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible.

Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off.

Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference does not exceed 1/4 inch.

Mix Stability:

Produce a mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying material under any circumstances.

Handwork:

Utilize hand squeegees to provide complete and uniform coverage of cape sealed areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

Lines:

Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

Cleanup:

Remove cape seal material from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

Quality Assurance

Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and additive.
7. Scale factor for all materials.

Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 62-7.

Table 62-7	
Aggregate and Emulsified Asphalt - Acceptance Limits	
Aggregate	Tolerance from Mix Design Target Values
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 62-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/sq yd rate less than the "Total" specified range.

For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall have on site an M.O.T. person with no less than an Intermediate certification and submit an M.O.T. plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the City prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cape Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. The prime contractor must perform at least 51% or more of the project that includes Cape Seal.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Cape Seal as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cape Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the City.

Warranty:

The Contractor shall provide the City upon final acceptance of the Cape Seal work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City. The

Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

IN-PLACE RECYCLING-RECONSTRUCTION WITH ASPHALT EMULSION

AND CEMENT BLEND SPECIFICATION

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, emulsified asphalt, Portland cement and other additives per the mix design. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion, cement, and additives if called for in the Special Conditions or design mix formula. The process, which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer. Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

Materials:

RAP: Materials must meet all requirements specified in the 2017 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

Additional Base Materials: Additional base materials may be needed to meet the mix design parameter for adjusting grade elevations, as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such. Section 285, Table 285-1 FDOT.

Asphalt Emulsion: When the mix design calls for stabilization with asphalt emulsion, utilize CSS- 1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use.

Foamed Asphalt: If the mix design calls for stabilization with foamed asphalt utilize an asphalt binder meeting the requirements of Section 916 FDOT and listed on the FDOT Department's Approved Products List.

Portland Cement: When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. When cement is added with the emulsion no more than 2.5% shall be used on the project, unless approved by the Engineer.

Water: The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds and deleterious materials.

Equipment:

Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Wirtgen WR 2401 with comparable specifications including but not limited to: horsepower, rotor size, and injection system. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 20 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture.

The reclaiming machine shall mix the emulsified asphalt and cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

Milling Machine:

A 10 foot and a 12 foot mill, self-propelled, bi-directional, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed to a maximum depth of 14

inches) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within % in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

Bituminous Paver:

A self-propelled high density paver having tamper bar compaction, electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the reclaimed base mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

Motor Grader:

Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

Rollers:

Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 28 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers. Additional equipment; Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Cement Delivery Equipment:

Ensure cement is spread uniformly and accurately during the recycling process with an Integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processor-controlled metering cells for precise metering of the cement. The spreader shall be mounted on the Road Reclaimer, have digital and automated controls and be dust free. Minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

A cement spreader can only be used if milling machines are required. The cement spreader shall be equipped with a bag house and curtains with the capable of spreading 25 tons at one time before being reloaded. Cement will not be allowed to be spread with spreader bars from a tanker.

Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bituminous courses. Bidders must submit with the bid a minimum of five (5) In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past two years. Minimum experience requirement must be met by the Prime Bidder and not the proposed subcontractor for this project. Bidders are required to submit detailed information: indicating the project date, number of square yards treated in each and

phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession at the time of bidding, three (3) or more Road Reclaimers and two (2) or more Milling Machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the reclaimed roadway elevation, template and cross slope are as previously planned after the final wearing surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work.

Weather and Seasonal limitations: The base shall not be mixed or placed while the atmospheric temperature is below 40 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

Mix Design: Prior to construction, obtain an adequate number of core samples to develop the mix design(s). Representative samples of the asphalt pavement material, underlying base material, and virgin materials, where applicable, shall be supplied to an independent, nationally accredited laboratory with no partnership with the emulsion supplier, for testing to determine the proportions of asphalt emulsion and cement needed to produce a mix design meeting the requirements of Table 198-1. The optimum binder content shall be the binder content that results in the highest wet tensile strength while also having 70% retained tensile strength compared to the dry strength and additionally has a minimum 3500 pounds Marshall stability. Cement shall be used at a minimum dosage rate of 1% and at a maximum dosage rate of 2.5% by dry weight of reclaimed material. Cement amounts greater than 2.5% will only be allowed if approved by the engineer. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

Table 198-1 Mix Design Criteria		
Test	Test Method Number	Criteria
Gradation of reclaimed material	AASHTO T 27-11	Report
Determination of optimum binder content		
Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyratory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination.	Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166	Report
Marshall stability Cure at 60°C to constant weight. Test at 40°C.	ASTM D6927-06	3500 lbs. minimum stability
Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C.	AASHTO T 283-07 (2011)	70% minimum retained tensile strength

Widening:

When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Reclaimed existing roadway parent materials or approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the recycler, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

Pulverization:

The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

Table 198-2

SIEVE SIZE	PERCENT PASSING
2"	98 - 100
1-1/2"	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

Compaction:

Commence rolling with self propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 94 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with AASHTO T-180. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling.

Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained. At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid.

Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than V-i' over ten feet to the satisfaction of the engineer.

Protection and Curing:

After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy or a sacrificial HMA paving 4.75 mix as per Dev 337 on collector & arterial roads with over 10,000 ADT. Both are incidental and will be included in the In-Place Recycling price. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

If performed, micro fracturing will be performed within 48 to 72 hours after the chemical add mixtures have been introduced into the reclaimed base. At the time the prime coat or 4.75 mix is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to promote adhesion of the bituminous material. To prevent equipment from marring or damaging the completed work, protect finished portions of base used by equipment.

Do not allow traffic on the reclaimed base until it is assured the reclaimed base surface will not distort, shove, or ravel under the anticipated vehicular loading.

Thickness:

The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

Sampling and Testing

Quality Control:

Perform the following quality control tests at the prescribed frequency. Randomly determine sample locations in accordance with ASTM D 3665-12 or equivalent. Reclaimed material gradation: Determine the percent passing the following sieve sizes: 3 inches and 2 inches. Obtain a sample at a frequency of one sample per 5,000 SY. Meet the requirements of Table 198-2. If the requirements of Table 198-2 are not met, adjust the pulverization operation so that the resultant material will meet specification requirements or to the satisfaction of the Engineer. Moisture/density relationship of reclaimed base: Establish a wet/dry density relationship for density specification compliance by obtaining a sample at a frequency of once per 5000 square yards for Modified Proctor (AASHTO T-180) determination. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-1 2, or ASTM D 4643-08.

In-place field density:

Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall average at least 96.0 percent of the maximum laboratory dry density as determined by modified proctor. No individual density test shall be lower than 94.0 percent of the maximum laboratory dry density. If one density test is below 94.0 percent or two consecutive density tests are below 96.0 percent of the maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Marshall stability:

Perform Marshall stability testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 198-1. If the Marshall stability does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production. Retained tensile strength: Perform retained tensile strength testing twice per day or once per day if less than 1500 square yards is

reclaimed. Meet the requirements of Table 1 98-1. If the retained tensile strength does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Depth of mixing:

Determine the depth of mixing at least once per 250 square yards. Meet the requirements of Thickness.

Cross slope measurement: Meet the requirements of Table 330-4 FDOT 2017. Additional sampling and testing may be required if significant changes in the characteristics of the reclaimed material are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when there is considerable variability in the field test results. All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, sacrificial 4.75 mix, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for In-Place Recycling-Reconstruction, (Pulverization), the per Gallon price for Asphalt Emulsion, the per ton price for Portland Cement, the per Cubic Yard price for Excavation and the per TON price for General Use Optional Base Material. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Warranty:

The Contractor shall provide the City or County upon final acceptance of the In-Place Recycling- Reconstruction with Asphalt Emulsion and Cement work, a warranty period of three years (36 months) which shall include all materials and workmanship. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

TECHNICAL REQUIREMENTS

Section 1. CRACK FILLING/SEALING

1.1 Description

All cracks within the specified area that are one quarter (1/4) inch or greater shall be properly prepared and sealed. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing or asphalt concrete.

1.2 References

All reference standards and specifications shall be the current issue or latest revision at the first date offender advertisement. These specifications herein are in addition to the following standards, specifications or publications listed below:

- ASTM D-5329: Standard Test Method for Sealants and Fillers, Hot-Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.

- ASTM D3 6: Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
- ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- ASTM DII 3: Standard Test Method for Ductility of Bituminous Materials
- ASTM D-2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts)
- ASTM D4: Standard Test Method for Bitumen Content
- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.3 Experience

All contractors and their subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Crack Seal project references from a City or County in the State of Florida, that have been completed within the past three years. Bidders are required to submit detailed information:

indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession, in the State of Florida at the time of bidding, three (3) or more crack seal machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a fulltime presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

1.4 Submittals

- a) The CONTRACTOR shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.
- b) A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:
 1. Date, time and amount added to the melter. The lot number from each box added shall be also recorded.
 2. Road name, date, time application process starts, amount installed, time application process ends.
 3. Weather conditions.
- c) The CONTRACTOR shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.
- d) A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

1.5 Materials

- a) Crack Seal: Crack sealer product shall be Crafcro PolyFlex Type 3, product # 34521 or equivalent. It shall be an asphalt based product designed to be used to fill cracks and joints in asphalt. It shall have the ability to seal out water.
- b) Blotting Material: If required the blotting material shall be an aggregate such as cement dust, Crafcro Detack or equivalent, or other cover aggregate approved by the Project Manager.

1.6 Equipment

- a) Crack Sealant Application Equipment: Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process.

This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose's shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

b) Compressor: The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

c) Hot Compressed Air Equipment: A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

d) Crack Cleaning Equipment: Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

1.7 Work Methods

a) Weather: No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

b) Surface Preparation: Prior to starting any application process the CONTRACTOR shall be responsible for removing any existing dirt and vegetation that is on the asphalt.

c) Crack Cleaning: All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept as specified in the section 1.4 Submittals and a copy shall be supplied to the Project Manager. All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

d) Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

e) Sealant Application: The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The sealant shall be installed so that it is recessed approximately one eighth (1/8) inch below the pavement surface to prevent tracking. Sealant shall be applied to slightly overfill the reservoir and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the width of excess material on the pavement surface exceed (4) inches. At no time shall the sealant be in excess of one sixtieth (1/16) inch above the adjacent surface and shall extend no more than one and a half (1.5) inches from the crack edges. Each wand shall have removable heads so that variable width discs from two (2) to four (4) inches may be installed at the Project Managers request.

f) Blotting Application: When traffic requires immediate use of the roadway, a blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the CONTRACTOR using approved methods.

- During the period of construction and the warranty period the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the CITY from all such claims. Claims not handled by the CONTRACTOR or their representative in the proper manner, will be settled by the CITY. The CITY shall recover all costs from the CONTRACTOR. The CONTRACTOR shall be responsible for any claims of tracking as part of this specification. If there is a claim the CONTRACTOR shall be responsible for:

- 1) Applying more blotting material as necessary.

- 2) Address the tracked material by either removing or repairing the object that was affected.

1.8 Method of Measurement.

The measurement shall be made in amount of gallons of crack seal applied to the road, and shall be supported by the submittals as outlined in Section 1.4 Submittals, paragraph b. The amount of crack sealer shall be reported and invoiced for each road.

1.9 Basis of Payment.

Crack Sealing shall be based on a price per gallon. The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to provide the CITY with a final product that will meet the specifications as described in the crack sealing section. All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate CITY representative.

2.0 Deficiencies and Repairs

- a) Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

- b) The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:

- i) the sealant contains imbedded foreign material other than dusting material;

- ii) the sealant contains entrapped air bubbles;

- iii) the sealant has de-bonded or pulled away from the crack; or

- iv) the sealant has been excessively heated.

STANDARD SPECIFICATIONS FOR ASPHALT SURFACE PRESERVATION WITH A MALTENE BASED ASPHALT REJUVENATING AGENT

ASPHALT REJUVENATING AGENT

I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method		Requirements	
	ASTM	AASHTO Min.	Max.	
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³	D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6

$$\frac{PC + A_1^5}{S + A_2}$$

PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins
A₂ = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

B. APPARATUS

- 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
- 2) Graduated cylinder, 1,000 ml, or greater
- 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

- 1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale,

(d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

- 1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.
- 10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

III. Material Performance:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent(20%)as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8//) of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water. The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal. Reclamite®, a Tricor Refiners/LLC product manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a product of Tricor Refining,LLC is a product of known quality and accepted performance.

IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square

yards treated in each and the name and phone number of the government official in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt rejuvenating agent, a Tricor Refiners LLC product manufactured by D & D Emulsions, Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed. Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

- (a) List the proposed alternate on the BID SHEET form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agencies requirements for the standard item for which the alternate is offered.
- (c) Submit a current Safety Data Sheet for the alternate materials. The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.
- (d) Furnish all required test data and use documentation as heretofore required. If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader.

The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions.

The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

IX. APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of

surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply ½ pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns. The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site. Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck. Before spreading the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the

Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application. The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used. All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent. If, in the opinion of the Engineer, additional rock dust is required said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated.

Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

XIII. METHOD OF MEASUREMENT:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

XIV. BASIS FOR PAYMENT:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.

Polymer Modified Standard Slurry Seal Polymer modified slurry seal is used in the same applications as a standard slurry seal however polymer slurry seal has higher binder cohesion that leads to improvements in resistance to raveling/ especially in cul-de-sacs. Polymer modified slurry seals are more abrasion resistant and can be laid at higher application rates without bleeding or deformation. For airport application suitable variations are made including rolling.

1.01 SCOPE

Slurry Seal shall consist of mixing asphalt emulsion/ aggregate/ and water and spreading the mixture on a surface or pavement where shown on the plans/ as specified in these specifications and the special provisions/ and as directed by the Engineer.

1.02 EXPERIENCE

All contractors and their subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Polymer Modified Slurry Seal or Micro-surfacing project references from a City or County in the State of Florida that have been completed within the past three years. Bidders are required to submit detailed information: indicating the project date/ number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession/ in the State of Florida at the time of bidding/ four (4) or more slurry seal machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

2.01 MATERIALS

The materials for slurry/seal immediately prior to mixing shall conform to the following requirements:

2.02 (a) POLYMER MODIFIED ASPHALT EMULSION

Emulsified asphalt shall provide a quick- traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H,

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 °F (57 °C) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77° F (25° C)	40 – 90*
	2170	Kinematic Viscosity @ 275° F (135° C)	650 cSt/sec. Minimum °F

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a one percent (1%) minimum to three (3%) maximum polymer solids/ based on asphalt weight/ is considered the standard.

The five-day (5) settlement test may be waived/ provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment/ or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For the first load of emulsified asphalt produced for the project/ the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application/ the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements/ the owner may require the supplier to cease shipment of that protested emulsified asphalt product. Further shipment of that protested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency.

2.02 (b) WATER

Water shall be potable/ free of harmful soluble salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.

2.02 (c) AGGREGATE

The mineral aggregate used shall be of the type and grade specified for the particular use of the Slurry. The aggregate shall be a manufactured crushed stone such as granite, slag/ limestone, chat/ or other high-quality aggregate/ or combination thereof. The material shall be free from vegetable matter and other deleterious substances. The percentage composition by weight of the aggregate shall conform to the following grading:

Type II

Sieve Sizes	Percentage Passing
3/8"(9.5- mm)	100
No. 4(4.75- mm)	90-100
No. 8(2.36- mm)	65-90
No. 16(1.18- mm)	40-70
No. 30(600- um)	25-50
No. 200 (75- um)	5-15
Approximate application rate (Pounds/Square Yard)	22-26 Single App. 30-34 Double App.

The aggregate shall also conform to the following quality requirements:

Test	Test Method	Requirement
Sand Equivalent	ASTM D2419	65 Min.
Soundness	ASTM C88	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
Abrasion Resistance*	ASTM C131	30% maximum after 500 revolutions
* Abrasion Resistance is to be performed on the parent aggregate before crushing.		

2.02 (d) MINERAL FILLER

The mineral filler shall be either Portland Cement or other approved mineral filters/ if required. Portland Cement if used/ shall be commercially available Type 1-11 and shall be free of lumps and clods.

2.03 MIX DESIGN

At least 7 working days before slurry seal placement commences/ the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 2.04 "Proportioning."

The tests and mix design shall be performed by an independent, accredited laboratory with no affiliation to the emulsion supplier and capable of performing the applicable International Slurry Seal Association (ISSA) tests. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test Method	Requirement
Slurry Seal Consistency, cm	T106	3 max.
Wet Stripping	T114	Pass
Compatibility	T115	Pass (a)
Cohesion Test, kg - cm within 1 hour	T139	20 min. (b)
Wet Track Abrasion, g/sq..ft.	T100	75 max.
(a). Mixing test must pass at the maximum expected air temperature at the project site during application.		
(b). Using project source aggregate asphalt emulsion and set-control agents if used.		

The laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the tests on individual materials/ comparing the test results to those required by the specifications. The report shall clearly show the proportions of aggregate, filter (as determined from the tests, minimum and maximum)/ water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year.

2.04 PROPORTIONING

Asphalt emulsion shall be added at a rate determined by the mix design and in the range of the table above. A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits/ and that is suitable for the traffic/ climate conditions, curing conditions and final use. This will include recommended application rate of slurry to suit the job conditions.

The Slurry Seal mixture shall be proportioned by the operation of a single start/stop switch or lever which automatically sequences the introduction of aggregate/ emulsified asphalt, admixtures/ if used/ and water to the pug mill.

Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability/ a retarding agent/ that will not adversely affect the seal, may be used.

Water/ and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, raveling, separation or other distress; and (b) prevent development of bleeding, raveling/ separation or other distress within fifteen (15) days after placing the slurry seal.

2.05 MIXING AND SPREADING EQUIPMENT

The Slurry Seal shall be mixed in a self-propelled mixing machine equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and

additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of four operational mixing machines of 12 cubic yard capacity/ or larger/ shall be maintained on the project. The mixed slurry seal retention time in the pug mill shall be less than three seconds. No retention of mixed slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Any machines with pugmill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate/ emulsified asphalt/ and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each material control device shall be calibrated, properly marked/ preset and lockable at the direction of the Engineer. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide a water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

The slurry shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the slurry at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the applications of the slurry seal.

Slurry mixture/ to be spread in areas which cannot be reached with the machine spreader box shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

2.06 PLACING

The slurry seal shall not be placed if either the pavement or the air temperature is below 55 degrees F (13C) and falling/ but may be applied when both the air and pavement temperature is 45 degrees F (7C) or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time. Before placing the slurry seal/ the pavement surface shall be cleaned by sweeping/ flushing or other means necessary to remove all loose particles of paving/ all dirt and all other extraneous material.

Forty-eight (48) hours prior to the slurry seal operations/ the contractor shall notify all residents, businesses and agencies with an approved written notice detailing the streets and limits of work to be done along, with the hours of work.

Immediately before commencing the slurry seal operations/ all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles.

For the purpose of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

All traffic control shall be in accordance with the FDOT Roadway Design Standards/ most current edition and TP-102 (MOT). All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

Any deviations shall not be made without prior written approval from the project engineer.

2.07 MEASUREMENT

Slurry seal will be measured and paid for by the square yard for the actual surface areas covered.

2.08 PAYMENT

The contract price paid per square yard for slurry seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal complete in place/ including cleaning the surface and protecting the slurry seal until it has set, all as shown on the plans, as specified in these specifications and as directed by the Engineer.

HOT- in PLACE SPECIFICATIONS

PART I

1.1 GENERAL

The Contractor shall furnish all labor, material, consumables, tools and equipment necessary to perform all operations for "hot-in-place" recycling of street asphalt, addition of a rejuvenating agent, and subsequent resurfacing of the street, at selected streets within the City of Kissimmee, on an as-needed basis. The list of street names and surfaces selected for application will be provided by the City after the bid award. Asphaltic concrete used to complete this work shall conform to the applicable Technical Specifications sections, unless otherwise modified herein. The quality of workmanship and materials used in restoration shall produce a surface equal to or better than the condition before the Work began.

1.2 SCOPE OF WORK

The essential portions of the proposed Work for the Project are summarized as follows: The Work consists of street cleaning and a single pass, single machine process of heating, scarifying, and reworking existing pavement, adding a recycling agent, redistributing the processed materials and placing an asphalt concrete surface course overlay of Type S-III asphalt concrete, at a rate of 110 pounds per square yard. Surface adjustment of manhole rings, as requested by the City, will be required. Striping, Markings and Restoration of vehicle detector loops will also be required. The estimated quantities and Contract Pay Items are listed in the Invitation for Bid.

1.3 ESTIMATED QUANTITIES

The estimated quantities listed in the bid for the various Contract Pay Items shall be used for the purposes of comparing bids. Certain estimated quantities listed are greater than the quantities required to complete the Work. The greater quantities and quantities of work items not shown may be for contingent work; compensation for contingent work will be made if required and approved by the Engineer. The City reserves the right to vary the estimated quantities or to delete the Work and the corresponding Contract Pay Items from the Contract. The Contractor will be compensated for work actually performed as indicated in the Specifications or as authorized by the Engineer, all in accordance with the unit prices and lump sum prices contained in the bid. The bidder shall quote in the bid a unit or lump sum price for which he will perform the work for each bid item.

1.4 SAFEGUARDING SURVEY MARKS

The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the Project limits, and shall bear the cost of reestablishing them if disturbed or destroyed.

1.5 INSPECTION AUTHORITY

The Engineer has ultimate responsibility for contract administration and inspection for this bid. The Engineer may assign field inspection responsibilities to a Design Professional and/or City Inspector. Each step of construction is subject to approval by the Engineer prior to proceeding with a subsequent step. During the progress of the Work and up to the date of the final acceptance, the Contractor shall, at all times, afford representatives of the City, the City, the State, the Department of Environmental Protection, the Department of Labor, or any other agency with jurisdiction, every reasonable, safe, and proper facility for observation of the Work done or being done at the site,

and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

1.6 QUALIFICATIONS

The bidder shall have a minimum of three years experience in applying the product proposed for use in this specification. He must submit with his bid a list of five similar projects on which he worked. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the official in charge of each project.

1.7 SUBMITTALS

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

The Contractor shall submit shop drawings, and samples where specified for the following materials:

Equipment
Asphaltic Concrete Type S-III
Recycling Agent

The Contractor shall submit to the City in writing the proposed asphalt design mixes and sufficient samples for study and testing.

1.8 WARRANTY

The Contractor shall provide workmanship and labor warranty for a period of at least 12 months from the date of application. The material warranty shall be as offered by the manufacturer.

1.9 DELIVERY AND STORAGE

Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work to complete the Work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the Work of any related contractor. The Contractor shall provide space for storage of materials and equipment.

1.10 WORK SCHEDULE AND PROGRESS SCHEDULE

Normal working hours are 7:00 AM to 7:00 PM, Monday through Friday. Work on holidays, weekends, and evenings will be done if determined by the Engineer. The Contractor shall schedule his work so as to maintain at least a one-way traffic and shall provide effective dust control at all times. Two lane traffic shall be maintained whenever possible. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the property have been made by the Contractor in writing. Contractor shall prepare and submit to the Engineer a Progress Schedule showing the order in which the Contractor proposes to carry out the Work, the start dates and the completion dates of the salient features of the Work. It shall clearly depict the order, inter-dependence, and duration of each activity.

Any changes to the Progress Schedule shall be in writing, and shall be cleared by the Engineer in advance. If the Engineer orders a phase of construction to be stopped due to the Contractor's neglect to adhere to the sequence of operations or any other nonconformance of specifications, as outlined herein, the Stop Work Order shall not constitute a basis for an extension of time.

PART 11 MATERIALS AND EQUIPMENT

2.0 GENERAL

- A. All materials, appliances, and types of construction shall be in accordance with the F.D.O.T. Standard Specifications for Road and Bridge Construction, 2000 edition, and shall, in no event, be less than that necessary to conform to the requirements of any applicable State, County, Federal, laws, ordinances, and codes.
- B. All materials and equipment to be incorporated into the Work shall be new, unused and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required, will not be accepted.
- C. For detailed specifications for Type S-III Asphaltic material, and Asphaltic Concrete Pavement, the Contractor shall consult F.D.O.T. Standard Specifications for Road and Bridge Construction, 2000 edition.
- D. Only "Asbestos-Free" materials shall be incorporated into the Work, unless the Technical Specifications specifically call for otherwise. Material suspected of being Regulated Asbestos Containing Material (RACM), includes but is not limited to: thermal and acoustic insulation, joint compound, mastic, adhesive, vinyl floor tile and sheeting, ceiling tile, plaster, wall board, roofing felt, and shingle. Shop drawings for material or equipment suspected of being RACM shall list all contents, shall be noted "Asbestos-Free," and shall be screened by the Contractor prior to submittal to confirm that it is "Asbestos-Free." All materials delivered to the Project site shall have been approved through the shop drawing procedure and shall be in their original labeled and unopened containers.
- E. In the event that asbestos-containing material installed by the Contractor is discovered either during construction, following completion of construction, or following acceptance of the Contract Work by the City and closeout of the Contract, it will be the responsibility of the Contractor to pay all costs incurred to remove and replace those materials, including repair or replacement of all adjacent materials which are affected by the abatement process.

2.1 EQUIPMENT

- A. The machine used to recycle the existing pavement shall be designed and built for this specific purpose. The machine shall be capable of heating by infrared heat, scarifying to a minimum of one-inch depth, applying a recycling agent, reworking and redistribution of the existing asphalt concrete surface course (minimum ten-foot width), and a concurrent application of the final surface course of Type III material in a single machine operation. The machine shall have the capability of maintaining a recycled mat temperature of 225 degrees F throughout the repaving operation, including application of the final course.
- B. The machine shall also be capable of reworking the material around manholes and other obstacles. The machine shall be equipped to add the recycling agent and mix the pavement material evenly, and shall be equipped with a leveling blade and screed for regrading the existing asphalt concrete surface course. The screed shall be a heated vibratory screed equipped with crown controls and be capable of adjustment to redistribute the existing asphalt concrete surface course in order to produce the desired longitudinal grade and transverse cross section.
- C. The machine shall be on the site in operating condition sufficiently in advance of beginning of the surface-recycling project to allow full evaluation. As required by the Engineer, the Contractor shall demonstrate that the machine he proposes to use will achieve the results specified.

2.2 ASPHALTIC CONCRETE PAVEMENT

Unless otherwise specified elsewhere, all asphalt concrete shall be Type S-III mix as specified in the F.D.O.T. Standard Specifications for Road and Bridge Construction, 2000 Edition. Asphalt concrete shall be placed and compacted to provide a minimum thickness as specified on the Plans. Samples of the material shall meet the quality requirements as specified in ASTM D979, to determine conformance to the approved design mix. Construction material and workmanship shall conform to the applicable requirements of DOT-SSRBC sections 320, 330, 331 and 332.

2.3 TYPE S-III ASPHALT CONCRETE

Type S-III asphalt concrete shall be used for an alternate for the final surface (no friction course specified), and, as the final layer of structural course only. The composition and physical test properties for Type S-III are described below.

Minimum Marshall Stability (lbs) 1 500

Flow (.01 in.) in % 8-14
 Minimum VMA in % 15
 Air Voids in % 3-7
 Minimum Effective Asphalt Content 5.5
 Percent by weight total aggregate passing sieves -See Section 331 (FDOT 2000)
 Asphalt Cement Viscosity Grade AC-20 -See Section 916-1
 Mineral Filter -See Section 917-1 , 917-2
 Course Aggregate, Stone, Slag or Crushed Grave -See Section 901
 Fine Aggregate -See Section 902
 The aggregate shall be clean and shall not contain any deleterious substances.
 Course or fine aggregate containing any appreciable amount of phosphate shall not be used.

2.4 RECYCLING AGENT

A. General

The recycling agent, or restorative agent, shall be an emulsified asphalt recycling agent as approved by the City. These specifications establish the requirements and uses for recycling agents used in the repaving of asphaltic surfaced streets. Recycling agents are used to restore the plasticity to existing asphaltic paving. Either the agent is used independently an emulsified agent is used in conjunction with cationic emulsified asphalt.

B. Use of agent without addition of emulsified asphalt tightly or equal:

Flash Point, CCC, Degrees C	195 Min. Viscosity, mPa Sec
100 Degrees C	15-22
60 Degrees C	90-180
38 Degrees C	500-1500
Refractive Index	1.5460 Min.
Four Point, Degrees C	+27 Max.
Specific Gravity, 15.6 Degrees C	980-1.040
Analine Point, Degrees C	48 Max.
Molecular Analysis, Clay Gel, %	
Polar Compounds	8 Min.
Aromatics	65 Max.
Saturates	27 Max.
Asphaltenes	.2 Max

Note: mPa Sec = Centipoise

C. Use of agent in conjunction with Cationic emulsified asphalt AE300R or equal:

D. Sampling and Testing:

The Contractor shall submit samples of the recycling agents along with samples of existing pavement to a competent laboratory, which will select a formulation suited for the Project, and determine the rate of application for the recycling agent that will provide the desired viscosity in the recycled pavement. The Engineer reserves the right to make changes in the recycling agent formulation and rate of application at any time throughout the construction duration.

PART III EXECUTION

3.1 HOT-IN-PLACE ASPHALTIC RECYCLING

A. The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross slope of % inch per foot. Minimum removal depth shall be 1 inch, or as directed by the Engineer.

B. Prior to recycling, the pavement shall be cleaned by the Contractor so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix.

C. The entire width of pavement surface being processed in a single pass shall be uniformly heated in such a manner as to soften the existing pavement to the extent that it can be scarified in a manner that will result in a layer of uniformly loosened material without appreciable ridges of undistributed material which will provide

sufficient scarified material to allow the pavement surface to be restored to the shape specified. Spot leveling may be necessary as directed by the Engineer.

D. An approved recycling agent shall be applied to the scarified material, which then shall be distributed evenly over the width being processed so as to produce a uniform cross section. The exact amount of recycling agent will be determined by a competent laboratory and will generally range between 0.008 and 0.15 gallon per square yard as directed by the City.

E. Asphaltic Concrete used shall be Type S-III.

3.2 ADJUSTMENT OF EXISTING MANHOLE COVERS AND VALVE BOXES

The Contractor shall make vertical adjustments to existing manhole covers and valve boxes within or adjacent to all proposed construction. Covers and valve boxes shall be adjusted to elevations compatible to proposed roadway or parkway grades. The manhole covers and valve boxes, if needed, shall be supplied by the Contractor.

3.3 STREET RESURFACING WORK

A. The Contractor shall clean, to the satisfaction of the City, existing surfaces to be resurfaced and shall maintain said clean surfaces until completion of resurfacing work. Prior to the Contractor's sweeping-cleaning operations, the City, if given a minimum of 48 hours notice by the Contractor, will schedule to scrape and pull the curb line where there are heavy accumulations of dirt and/or debris. The Contractor shall furnish and apply the tack coat prior to placing of the asphaltic concrete.

B. Where it becomes necessary, the Contractor will adjust manhole rings, as directed by the City. Manhole rings will be adjusted by the use of adjustment rings supplied by the Contractor. All such work shall be accomplished as ordered by the City.

C. At streets intersected by streets being resurfaced, resurfacing shall be feathered along the radius of all returns, so as to maintain the drainage pattern of the intersection, or at the direction of the Engineer.

3.4 FINISHED SURFACE

The finished surface shall have a reasonable uniform texture and shall be within $\frac{1}{8}$ inch of a true profile grade and shall have no deviation in excess of $\frac{1}{8}$ inch from a straight edge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above state tolerance may be accepted without correction if the Engineer determines that they were caused by pre-existing condition, which could not have reasonably been corrected. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

3.5 STRIPING AND MARKING SPECIFICATIONS

Consult the manual on Uniform Traffic Control Devices (MUTCD).

3.6 WORK IN PRIVATE PROPERTY AND RESIDENT NOTIFICATION

A. The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

B. In the event that, in the opinion of the Contractor, obtaining a temporary construction easement outside the limits of the public right-of-way, of City owned property, or of the easements obtained by the City is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easement from the owner of the property. If such easement is obtained by the Contractor it shall contain provisions to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of the public right-of-way, of City-owned property, or of the easements obtained by the City unless a copy of the Temporary Construction Easement Agreement is filed with the Engineer.

C. Upon completion of Work in easements, the Contractor shall restore the property, including all fences or other structures disturbed by his operations, as nearly as possible to the condition in which he found it. No material shall be used or removed from private property without the approval of the Engineer.

3.7 TRAFFIC CONTROL

A. The work consists of maintaining traffic within the limits of the Project for the duration of the construction period, including any temporary suspensions of the Work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the Project; the furnishing, installing, and maintaining of traffic control and safety devices during construction; the control of dust; and any other special requirements for safe and expeditious movement of traffic as may be called for on the Plans.

B. The term, "traffic control" shall include all of such facilities, devices, and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified.

C. The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

D. If for any reason, permanent traffic lines cannot be placed due to incomplete work, it shall be the Contractor's responsibility to place temporary traffic stripes prior to completing the day's operations.

E. When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt-rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

F. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify the police and fire departments as to the streets that are to be treated each day.

G. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

3.8 UTILITIES

Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the project sites, and work in close co-operation with the utility company, so as not to disturb, destroy or otherwise harm any existing infrastructure.

3.9 DAMAGES

Access to the work sites shall be over public streets and highways. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, that are attributable to the Contractor's activities, shall be restored to like-new condition by the Contractor at his own expense.

3.10 METHOD OF MEASUREMENT, BASIS OF PAYMENT

A. Mobilization:

The cost of required insurance, consideration for indemnification to the City and the Engineer, and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, shall be included in the various unit prices bid. No separate payment will be made.

B. Traffic Control:

The Scope of Work consists of maintaining traffic for the duration of the construction period, including any temporary suspensions of the work details of which are mentioned in Section 3.11. Payment for traffic control shall be included in the various unit prices bid. No separate payment will be made.

C. Hot In-Place Asphalt Recycling: Payment under this Pay Item provides for all costs for hot in-place asphalt recycling existing asphaltic concrete roadway, including but not limited to: cleaning the surface, scarifying, mixing the recycling agent, mixing the concrete and redistributing the final mixture, rolling and compacting the placed mixture, and any temporary traffic control markings as required by the Engineer. The price quoted shall be on a per square yard basis.

D. Asphaltic Concrete Type S-I 11:

Payment under this Pay Item provides for all costs for furnishing and placing Type S-III asphaltic concrete for mixing into the recycled material, including but not limited to trucking to job site and placing in mixer. The price quoted shall be on a per ton basis.

E. Recycling Agent:

Payment under this Pay Item provides for all costs for furnishing the recycling agent to be mixed into the scarified material at a rate of .008 to 0.15 gallon per square yard, including but not limited to delivery to the job site and adding to the mix. The price quoted shall be on a per gallon basis.

F. Bid Items:

PAY ITEM	PAY UNIT
Hot In-Place Asphalt Recycling	SY
Recycling Agent	GAL
Furnish and Place S-III Asphalt	TON

City or County of Florida

Single Machine

Hot-In-Place Asphalt Recycling Special Conditions

3.1 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of 1 inch and placing a layer of new Hot Mix Asphaltic Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designated machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing, reshaping the existing surface, and an application of the final overlay. The new HMAC placed over the rejuvenated layer of existing asphalt shall be in compliance with the lines, grades, thickness, and typical cross section, established by the Director of Public Works or Designee. NOTE: The machine that heats, scarifies, rejuvenates, and remixes the materials must also lay the recycled asphalt material, as well as the new HMAC material. The Director of Public Works or his Designee will provide the list of streets for this application after the bid is awarded as required. Additional pre-heaters may be required to achieve the specified depth, as directed by the Director of Public Works or Designee.

3.2 MATERIAL

- a) Asphalt Rejuvenating Agent (Emulsifier) The Director of Public Works or Designee will approve the asphalt-rejuvenating agent. The recycling agent used to restore the plasticity of the existing asphalt pavement shall be an emulsified agent. The rejuvenating agent shall meet the minimum requirements of FDOT Specifications. A manufacturer's certification shall be submitted for the recycling agent.
- b) Hot Mix Asphaltic Concrete: The Contractor will provide and deliver the F.D.O.T.-Type Hot mix asphalt concrete specified in the bid schedule.

3.3 JOB CONDITIONS

- a) Weather limitations for this work shall be a minimum of 50 degrees F and rising.
- b) Normal working hours is 8 a.m. to 5 p.m. Monday through Friday. Work on holidays, weekends, will only be done if approved by the Director of Public Works or Designee.
- c) Prior to the hot-in-place operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt, and other deleterious substances that would affect the quality of the recycled mix. NOTE: No separate charge shall be made for this requirement.
- d) The Contractor shall be responsible for protecting the areas adjacent to the work.

3.4 EQUIPMENT

- a) All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the Director of Public Works or Designee.
- b) Repaving machine:
- 1) The machine: Shall be an approved, self-contained, self-propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate (determined by the Director of Public Works or Designee), thoroughly mixes, redistributes, and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to

ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.

2) Pre-heater: This unit shall be hooded to prevent damage to adjacent property; including trees, shrubs, and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.

3) Scarifying and Milling: Units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The Director of Public Works or Designee shall direct the depth of scarification. NOTE: Scarifying depth may vary in range from 3/4 inch to 1 inch.

4) Recycling Agent Applicator: This System shall be automatically controlled; the recycling agent must be applied to the scarifying material at a uniform rate (determined by the Director of Public Works or Designee.) The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within 5% of the specified rate.

5) Receiving Hopper and Conveying System: The machine shall consist of a hopper and conveyor system to collect and transport the new HMA to the finishing unit without segregation of the new material.

6) Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross section of recycled material. The recycling screed shall be heated to have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

7) Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the Director of Public Works or Designee.

The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of applying the new HMA to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying the new HMA to produce a uniform surface and texture.

8) Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMA and the recycled material to the required density as determined by the Director of Public Works or Designee. Sufficient number of rollers shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMA drops below 190 F.

3.5 TRAFFIC CONTROL

a) Temporary pavement markings shall be the responsibility of the Contractor. This may be either foil back traffic tape, or temporary reflective tabs.

b) Maintenance of Traffic: Suitable methods shall be used by the Contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening the new roadway to traffic does not constitute acceptance of work. All work shall conform to the FDOT "Maintenance of Traffic" specifications.

c) The contractor will maintain at least one-way traffic and shall provide effective traffic control at all times. Two-lane traffic shall be maintained wherever possible.

d) No interruption of access to property shall be made unless prior arrangements acceptable to the owner of the affected property have been made and approved by the Director of Public Works or Designee.

e) Submit to the Director of Public Works or Designee for approval a Traffic Control Plan signed by a State of Florida Advance Trained Traffic Control Supervisor.

f) The Contractor shall have, at all times of operation, a Certified Traffic Control Supervisor on site.

3.6 EXECUTIONS

Hold a pre-construction meeting prior to construction, and not later than seven days before start of operation. The Director of Public Works or Designee shall be notified at least 48 hours prior to commencement of any paving operation.

a) The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.

b) The process shall produce a welded, longitudinal joint, and the standing edge of the adjoining asphalt pavement shall fully heat to a width of at least 2 inches beyond the width to be scarified and recycled.

c) Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190 degrees F and a maximum temperature of 225 degrees F. throughout the repaving operation.

d) Due to the varying locations and properties of the existing asphalt paving, the following adjustments shall be made if required and directed by the Director of Public Works or Designee.

1) Depth of scarification may be varied.

2) Application rate for the recycling agent may vary and must be uniformly mixed. Note: Payment for the item recycling agent will be the unit price per gallon used.

3) Contractor to provide sufficient testing to ascertain correct application rate of the emulsified agent.

e) Cleanup- The Contractor will keep the work site free from accumulation of waste material; rubbish and debris from and about the work site, as well as all construction equipment, machinery, surplus materials, and will leave the site clean.

f) The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Delivery Order. This will include returning the area to the proper grade and slope as well as replacing sod, if so required by the Director of Public Works or Designee.

3.7 QUALITY CONTROL

The Director of Public Works has the option of when and where tests may be taken to check if the surface is in compliance with thickness, smoothness, etc., and meets requirements of the specifications as directed by the Director of Public Works and as outlined in Section 334 FDOT. Contractor will assign a Quality Control Supervisor of the project. This person will work in conjunction with the City/County Quality Control Inspector.

3.8 METHOD of MEASUREMENT

a) The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot-In-Place Recycling-Square Yard unit price.

b) Asphalt recycling emulsion agent will be measured by the gallon used in place as determined by the Contractor and their predetermined Mix Design, and Director of Public Works or Designee, and the job supervisor. Pay item, Recycling Emulsion – Pre Gallon.

c) Basis of payment for the work will be made on the unit price bid per ton of asphaltic concrete per the price in the bid. The basis of measurement shall be tonnage slips accepted by the Inspector at the job site for material placed and accepted.

3.09 MATERIAL SAFETY DATA

The contractor shall submit a Material Safety Data Sheet in accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's bid. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.

3.10 CONTRACTOR INSPECTION REQUIREMENTS

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies, material, equipment, or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturer parts.

Performance of inspection or testing by the City/County shall not relieve the Contractor of this responsibility nor waive any rights of the City/County to reject or otherwise obtain relief in relation to non-conforming supplies, material, equipment, or services.

3.11 DELIVERY of EXCESS QUANTITIES

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the City/County receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. Quantities in excess will, at the option of the City, either be rejected and returned at the Contractor's expense, or retained and paid for by the City/County at the contract unit price.

3.12 GENERAL

All edge milling work herein specified shall be performed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction most recent edition at the time of bid submittal and this specification. Where there is conflict between this specification and FDOT's specifications, this specification shall overrule. All references in FDOT's specifications to the Engineer shall mean the City/County Director of Public Works or his/her Designee, herein after referenced to as the Director. The decision of the Director of Public Works shall be final on all items.

3.13 EQUIPMENT

- a) In general, the Contractor may perform the work using equipment, tools, machinery, etc. of their own choosing. However, all equipment to be used in the construction of the project shall be subject to approval or disapproval by the Director or designee.
- b) The equipment used in the cold plane milling operation shall be a machine capable of maintaining a depth of cut and cross slope across the entire pavement surface to the desired uniformity and texture as specified by the Director. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine (within + or- 1/8 inch) by automatic controls referencing from the existing pavement. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation. To prevent infiltration of milled material into the storm sewer system, the sweeping operation shall be performed immediately after the milling operation.
- c) Jobsite storage of equipment shall be the responsibility of the Contractor.

3.14 CONSTRUCTION METHODS

a) Edge Milling

- 1) The pavement surface shall be removed to the depth, width, grade, and cross section as directed by the Director of Public Works or Designee, which will restore the pavement surface to a uniform longitudinal profile and cross section. Additional work at intersections may be needed to obtain smooth transitions.
- 2) In general, the work to be done shall be removal of existing asphalt pavement to a depth of (3/4) to one (1) inch below gutter elevation. However, in no case shall asphalt pavement be removed within one-half (1/2) inch of the base, unless approved by the Director. If the base is exposed, asphalt will be placed immediately over exposed areas. All asphalt above and in the gutter is to be removed by methods which will not damage concrete curb and gutter.
- 3) The City/County will not be liable and will accept no responsibility for damage by hidden unexposed manholes or other utility appurtenances done to the milling machine or any other equipment of the Contractor.
- 4) The Contractor shall construct transitions at all streets, driveway intersections, intersections and alleys (that have a transition greater than 1"), as directed by the Designee. The transitions shall be from a straight-line projection of the toe of the curb of the street being milled to a distance not to exceed one hundred (100) feet.
- 5) The Contractor shall edge mill on either or both sides of the street with a width of approximately six and one half (6 Vz) feet, (single pass).
- 6) The milled material shall remain the property of the City/County.
- 7) The newly edge milled surface shall be properly cleaned; the Hot-In-Place asphalt recycling to follow the milling operation, or as directed by the Director of Public Works or Designee.

3.16 MEASUREMENT of WORK COMPLETED

- a) Asphalt edge milling shall be measured in square yards and in (0-1) inches of depth.

3.15 BASIS OF PAYMENT ASPHALTIC CONCRETE

The quantity of asphalt being purchased hereunder is a rough approximation only and the total quantity of work to be included in the contract may vary widely depending upon the work that will be authorized by the City/County during the period covered by the proposed contract. The basis of measurement shall be tonnage slips accepted by the Inspector at the job site for material placed and accepted. Asphalt installed in excess of required thickness shall be removed and reinstalled at Contractor's expense. Basis of payment for the work will be made on the unit price bid per ton of asphaltic concrete per the price in the bid. The bid price for the asphalt mix shall include the cost of liquid asphalt. There will be no separate payment for the bituminous material in the asphalt mix. Should it become necessary to increase the percentage of asphalt to satisfy the job mix formula (e.g., the minimum

effective asphalt content) or other requirements of the specifications, no additional compensation will be made. The bid price per ton for asphalt in the proposal shall remain in effect for one year.

Attachment J

STANDARD SPECIFICATIONS

The Standard Specifications comprise Divisions I and II as noted below:

1. Division I - Construction Details
2. Division II - Materials refer to the July 2021 (or most recently published version), edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Attachment K

SUPPLEMENTAL SPECIFICATIONS

DIVISION I-GENERAL REQUIREMENTS AND COVENANTS

RESERVED

DIVISION II-CONSTRUCTION DETAILS

SECTION 102 - MAINTENANCE OF TRAFFIC (FLDOT 10/27/2017)

Article 102-4: Delete Article 102-4 in its entirety and substitute the following:

The Contractor shall submit a complete Traffic Control Plan (TCP) to the Engineer for review and approval at the preconstruction meeting. Prepare the TCP in conformance with and in the form prescribed in the current version of the FDOT Plans Preparation Manual, FDOT Design Standards

- Index 600 series and the MUTCD. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the TCP, and notify the Department in writing of any such potential impacts to utilities. The TCP shall be signed and sealed by a professional engineer duly registered in the State of Florida.

Engineer's approval of the TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those depicted in the original Contract Documents, and which effect a change in utility work different from that shown in the utility plans, joint project agreements, interlocal agreements or utility

The City reserves the right to reject any Traffic Control Plan. Obtain the Engineer's written approval before beginning work using a TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP without proper documentation on an emergency basis.

Pedestrian and/or bicycle traffic must be safely and continuously maintained through, or around, work zones on highway or streets where pedestrian and bicyclists were permitted at the start of the project. The Contractor shall submit a plan for approval signed and sealed by a professional engineer duly licensed in the State of Florida for the safe passage of pedestrian and bicycle traffic prior to closure of any existing pedestrian facility. Facilities constructed to specifically provide access for pedestrians in or around work zones must be consistent with the current PROWAG. The plan shall detail the rerouting of users, duration of closure and proposed construction methods for any temporary facility. Payment for this work shall be included in price bid for Pay Item 102-1a - Maintenance of Pedestrian and Bicycle Traffic.

All costs for maintenance of traffic including preparation of Traffic Control Plan shall be included in the price bids for Pay Item 102-1 - Maintenance of Traffic, except as expressly provided for in other pay items in the contract.

SECTION 331 - TYPES ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES (LCDOT REV 12/06/2017)

Section 331: The following Section shall be added in its entirety:

331-1 Description.

331-1.1 General: Construct a Type S Asphalt Concrete course (using the Quality Assurance acceptance system) using the type of mixture specified in the Contract, or when offered as alternates, as selected. If offered as alternates, meet the layer thickness criteria specified in 331- 1.2. Type S mixes are identified as Type S-1, Type S-11, or Type S-111. The composition and physical test properties for all mixes including Type S Asphalt Concrete are shown in Tables 331-1 and 331-2. This Section establishes Acceptance Procedures for materials and work performed under Sections 290, 320, 330, 331, 334, and 337 of the July 2017 edition of the FDOT Standard Specifications for Road and Bridge Construction.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-1. Type SP-12.5

Type S-11 Type SP-19.0

Type S-111 Type SP-9.5

Meet the requirements for the plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

Table 331-1 Bituminous Concrete Mixtures								
Type	Total Aggregate Passing Sieves ¹							
	3/4 inch	1/2 inch	3/8 inch	No.4	No.10	No.40	No. 80	No.200
S-1 ⁵	100	88-98	75-93	47-75	31-53	19-35	7-21	2-6
S-II ²	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III ⁵		100	88-98	60-90	40-70	20-45	10-30	2-6
FC-3 ⁵		100	88-98	60-90	40-70	20-45	10-30	2-6

¹ In inches or sieves.

² 100% passing 1/4 inch sieve and 94 to 100% passing 1/2 inch sieve.

³ 100% passing 1/2 inch sieve.

⁴ The Engineer may increase the design range for the No. 10 sieve for lightweight aggregates.

⁵ The Engineer may retain up to 1% on the maximum sieve size.

Table 331-2 Marshall Design Properties for Bituminous Concrete Mixes						
Mix Type	Minimum Marshall Stability (Obs.)	Flow** (0.01 in.)	Minimum VMA(%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt(%)
S-I	1,500*	8-13	14.5	4-5	***	65-75
S-II	1,500*	8-13	13.5	4-5	***	65-75
S-III	1,500*	8-13	15.5	4-6	***	65-75
FC-3	1,500	8-13	15.5	4-6	***	65-75
*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 1,800 lbs. **The maximum Flow value during production shall not exceed one point more than shown in the Table. ***The ratio of the percentage by weight of total aggregate passing the No. 200 sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.						

The Engineer will accept the work on a LOT to LOT basis in accordance with the applicable requirements of Sections 5 and 6. The size of the LOT will be as specified in 331-6 for the bituminous mixture produced at the plant and as stipulated in 331-7 for the material placed on the roadway.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III 3/4 to 1-1/4 inches

Type S-I.....1-1/4 to 2-1/2 inches

Type S-II 2 to 2-3/4 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III- Limited to the final (top) structural layer, one layer only.

Type S-I- May not be used in the first layer of courses over 3-1/2 inches thick, nor in the first layer of courses over 2-3/4 inches thick on limited access facilities.

Type S-II - May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1-1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans.

4. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans. Other variations from these thicknesses shall be approved by the Engineer.

331-1 Materials

331-2.1 General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent. 916-1, 916-2

Mineral Filler.....917-1, 917-2

Coarse Aggregate, Stone, Slag or Crushed Gravel..... Section 901

Fine Aggregate Section 902

Asphalt concrete mixes containing crushed gravel as coarse aggregate component must show no potential for stripping during laboratory testing for mix design verification. Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

331-2.2 Specific Requirements:

331-2.2.1 Condition of Aggregate: Use clean aggregate containing no deleterious substances. Do not use coarse or fine aggregate which contains more than 0.5% of phosphate.

331-2.2.2 Fine Aggregate and Mineral Filler: In laboratory tests, and for the purpose of proportioning the paving mixture, consider all material passing the No. 10 sieve and retained on the No. 200 sieve as fine aggregate, and the material passing the No. 200 sieve as mineral filler.

331-2.2.3 Screenings: Do not use any screenings in the combination of aggregates containing more than 15% of material passing the No. 200 sieve. When two screenings are blended to produce, the screening component of the aggregate one of such screenings may contain up to 18% of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15% material passing the No. 200 sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement (RAP): Subject to certain requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.
2. Do not allow RAP to exceed 60% by weight of total aggregates for Asphalt Base Courses nor more than 50% by weight of total aggregates for Structural and Leveling Courses. Do not use RAP in Friction Courses.
3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture. If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.
4. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
5. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix.

The Department reserves the right to sample the stockpile in order that this requirement is met. When material milled from the project is used as a component of the asphalt mixture and a Composition of Existing Pavement is known, use the following procedures for obtaining representative samples for the mix design:

1. Cut ten 6-inch cores in area(s) approved by the Engineer. Fill the core holes immediately prior to opening to traffic.
2. Representative samples may also be obtained by milling the existing pavement to the full depth shown on the plans for pavement removal for a length of approximately 200 feet. Immediately replace the pavement removed with the specified mix in the Contract.
3. Submit a request in writing to the Engineer for any variance from the above outlined methods of obtaining samples for mix designs. When the RAP to be used as a component in a mix design is stockpiled from a previous DOT project and the Composition of Existing Pavement is known, design the mix and submit to the Department for verification.

When the composition of stockpiled RAP to be used as a component in a mix design is not known, design the mix as follows:

1. Submit a bag of RAP, composed of samples from several locations in the stockpile(s), to the Department at least four weeks prior to the planned start of mix design. The Engineer will run viscosities on the reclaimed asphalt pavement and furnish the information to the Contractor.
2. Run a minimum of six extraction gradation analyses of the RAP. Take the samples at random locations around the stockpile(s).
3. Request the Engineer to make a visual inspection of the stockpile(s) of RAP. Based on visual inspection, the Engineer will determine the suitability of the stockpiled materials.
4. When the proposed mix design is submitted to the Department for verification, submit the data from the extraction gradation analyses required above.

331-2.2.5 Binder for Mixes with RAP: Use a PG 67-22 where RAP is less than 20% by weight of total aggregate; use a PG 64-22 where RAP is 20% or greater but less than 30% by weight of total aggregate; use appropriate recycle agent where RAP is 30% or greater. The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to request reasonable changes during the production based on the requirements of 331-4.4.4.

331-2.2.6 Use of Recycled Crushed Glass: Recycled crushed glass maybe used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.
2. The percentage of recycled crushed glass in any bituminous mixture does not exceed 15% of the total aggregate weight.
3. The asphalt binder used with mixtures containing recycled crushed glass contains 0.5% anti-stripping agent from an approved source. The addition of the specified amount of anti-stripping agent must be certified by the supplier.

4. Test bituminous mixtures containing recycled crushed glass in accordance with AASHTO T•283 as part of the mix design approval. The minimum tensile strength ratio must not be less than 80%. An increase in the amount of anti- stripping agent maybe necessary in order to meet this requirement.
5. Recycled crushed glass must not be used in friction course mixtures nor in structural course mixtures which are to be used as the final wearing course.

331-1 Permissible Variation for the Coarse Aggregate.

Size and uniformly grade or combine the aggregate or aggregates shipped to the job in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-2 General Composition of Mixture.

331-4.1 General: Use a bituminous mixture composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials as defined in Section 902. Consider the silica sand and local materials contained in any RAP material, if used in the mix, in this limitation. Size, grade and combine the several aggregate fractions in such proportions that the resulting mixture meets the grading and physical properties of the verified mix design.

RAP meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements: In all cases, use a mix design within the design ranges specified in Table 331-1.

331-4.3 Mix Design:

331-4.3.1 General: Prior to the production of any asphalt paving mixture, submit a mix design and representative samples of all component materials to the Department at least two weeks before the scheduled start of production. The Engineer will verify the mix design before use. Send a copy of the proposed mix design to the Engineer at the same time. (Open-graded mixes will be designed by the Engineer). Furnish the following information:

1. The specific project on which the mixture will be used.
2. The source and description of the materials to be used.
3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.
4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200) should be accounted for and identified for the applicable sieves.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-1, S-11 and S-111) establish the optimum asphalt content at a level corresponding to minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.
8. Evidence that the completed mixture will meet all specified physical requirements.
9. The name of the individual responsible for the Quality Control of the mixture during production

331-4.3.2 Revision of Mix Design: Submit all requests for revisions to approved mix designs, along with supporting documentation, in writing to the Engineer. In order to expedite the revision process, a verbal revision request or discussion of the possibility of a revision request maybe made, but must be followed up with a written request. The verified mix design will remain in effect until a change is authorized by the Engineer. In no case will the effective date of the revision be established earlier than the date of the first communication with the Engineer regarding the revision. Provide a new mix design for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow: Include with the submitted mix design test data showing that the material as produced will meet the requirements specified in Table 331- 2 when tested in accordance with FM 1-T 245. Further, determine the bulk specific gravity of the laboratory compacted bituminous mixture in accordance with FM 1-T 166. Determine the percent of unfilled voids and the percent of aggregate voids filled with asphalt using the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Determine maximum specific gravity of the bituminous mixture by FM 1-T 209.

331-4.3.4 Revocation of Mix Design: The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

331-4.4 Contractor's Quality Control:

331-4.4.1 Personnel: In accordance with the requirements of 331-8 provide the necessary quality control personnel. Ensure that the Quality Control Technician is certified by the CTQP process and possesses a valid certificate of qualification. When it becomes evident to the Department that the Quality Control Technician cannot perform as required by the position, the Department will revoke the certification and require replacement with a certified technician.

331-4.4.2 Extraction Gradation Analysis: Sample the bituminous mixture at the plant in accordance with FM 1-T 168. Determine the percent bitumen content of the mixture in accordance with FM 5-563, and determine the percent passing the standard sieves in accordance with FM 1-T 030. In the event the calibration factor for the mix exceeds 0.50%, conduct the extraction and gradation analysis in accordance with FM 5-544 and FM 5-545, respectively. Show all test results to the nearest 0.01. Carry all calculations to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

Run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. Take the quality control sample of mixture for the extraction gradation analysis each day as soon as the plant operations have stabilized. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.

On initial use of a Type S or FC-3 mix design at a particular plant, as a minimum, run an additional extraction gradation analysis if more than 500 tons of mixture are produced on the first day of production. Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons. Use the target gradation and asphalt content as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55% or the percentage passing any sieve falls outside the limits shown in Table 331-3, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55% or exceeds the limits as shown in Table 331-3 for any sieve, stop the plant operations until the problem has been corrected. In addition, if the results of two consecutive tests show an amount greater than 99.0% passing the 1/2 inch sieve for Type S-1, an amount greater than 99.0% passing the 3/4 inch sieve for Type S-II, or an amount greater than 99.0% passing the 3/8 inch sieve for FC-3, stop the plant operation until the problem has been corrected.

Maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table331-3	
Sieve Size	Percent
1 inch	7
3/4 inch	7

1/2 inch	7
3/8 inch	7
No.4	7
No. 10	5.5
No.40	4.5
No.80	3
No.200	2

331-4.4.3 Plant Calibration: At or before the start of mix production, perform a wash gradation on a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first day's production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing RAP: When RAP is a component material, the viscosity of the asphalt material in the bituminous mixture, determined by the Engineer in accordance with ASTM D 2171, shall be $6,000 \pm 2000$ poises. This determination will be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2,000 tons of mix.

If the viscosity determined by the Contractor is out of the specified range, adjust the binder formulation or blend of RAP in the mix to bring the viscosity within tolerance.

331-5.1 Acceptance of the Mixture:

The Department will approve all materials for acceptance through the Department's Acceptance Procedures specified herein. The Engineer is responsible for determining the acceptability of the construction and materials incorporated therein. The Contractor is responsible for the quality of construction and materials incorporated therein. The Contractor shall maintain effective quality control until final project acceptance. Accomplish all quality control sampling and testing on a random basis in accordance with the approved Quality Control Plan. The Department will perform all necessary sampling and testing for acceptance purposes on a random basis as specified herein, in addition to monitoring and observing the Contractor's quality control test procedures and results.

A LOT is defined as an isolated quantity of a specified material produced from a single source or operation, or it is a measured amount of specified construction produced by the same process. In order to change the process, thereby necessitating the termination of the current LOT and starting a new LOT, submit a written request, with justification, to the Engineer for approval. Obtain the Engineer's approval prior to making the process change. Perform all quality control sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The Department will perform all acceptance sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual.

This manual, developed and distributed by the FDOT Materials Office, contains the detailed sampling and testing procedures from AASHTO and ASTM as modified by the Department.

331-5.1.1 Payment Based on Acceptance Results: The Department will adjust the payment for each LOT of material, product, item of construction or completed construction based on acceptance test results in accordance with the requirements specified hereinafter in the applicable Sections.

331-5.1.2 Resampling of LOTs: The Department requires that LOTs of materials, products, items of construction or completed construction meet the requirements of these Specifications at the time of submission. The Department will not take check samples for acceptance purposes.

331-5.3 Defective Materials:

331-5.3.1 Acceptance or Rejection: Following the application of the appropriate acceptance plan, the Engineer will make the final decision as to the acceptance, rejection or acceptance at an adjusted payment of the LOTs.

331-5.3.2 Disposition of LOTs: For nonconforming LOTs of materials, products, items of construction or complete construction that are not adaptable to correction by reworking, either remove and replace the nonconforming work, or accept no payment or an adjusted payment as stated in these Specifications, or, if not stated, as directed by the Engineer.

331-5.4 General Basis of Adjusted Payment for Deficiencies: When the Engineer determines that a deficiency exists, the Engineer will apply the applicable payment factor as shown in these Specifications to the entire LOT. When the Engineer determines that multiple deficiencies exist, the Engineer will apply an adjustment to the LOT of material that is identified by each deficiency. The Engineer will apply the adjustment for each deficiency separately as it occurs. The Engineer will not allow an adjustment to be affected by any other adjustment occurring for the same LOT. As an exception to the foregoing requirements, when there are two or more deficiencies in the gradation acceptance tests(% pass No. 4 sieve,% pass No. 10 sieve,% pass No. 40 sieve,% pass No. 200 sieve) the Engineer will only apply the greater adjustment. The Engineer will express all reductions in payment in terms of equivalent pay items at no pay. When the item is measured by the ton, the Engineer will convert the LOT in the field, which is measured in feet, to equivalent tons and by using the average calculated spread for that LOT. When the pay item is measured by the square yard, the Engineer will convert the LOT at the production point, which is measured in tons, to equivalent square yards at the design thickness and by using the laboratory density as a conversion factor.

331-6 Acceptance of the Mixture at the Plant:

331-6.1 General: The Engineer will accept the bituminous mixture at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for acceptance in accordance with the provisions of 331-5 and the following requirements. However, the Engineer will reject any load or loads of mixture which are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature for use in the work.

For initial use of a Type S or FC-3 mix design with a Florida limestone source north of the 28th parallel at a particular plant, limit the first day's production to a maximum of 300 tons.

Resume production upon notification of acceptable Marshall properties. Each LOT will be defined (as selected by the Contractor prior to the start of the LOT) as either (1) 2,000 tons, with each LOT subdivided into four equal sublots of 500 tons each, or (2) 4,000 tons, with each LOT subdivided into four equal sublots of 1,000 tons each. As an exception to this, the initial LOT of all new mix designs shall be defined as 2,000 tons, subdivided into four equal sublots of 500 tons each. Before the beginning of a LOT, the Engineer will develop a random sampling plan for each subplot and direct the Contractor on sample points based on tonnage, for each subplot during construction.

A partial LOT may occur due to the following:

- (1) The completion of a given mix type or mix design on a project.
- (2) An approved LOT termination by the Engineer due to a change in process, extended delay in production, or change in mix design.
- (3) LOTS will be closed 30 calendar days after the start of the LOT. Time periods other than 30 calendar days may be used if agreed to by both the Engineer and the Contractor, but under no circumstances shall the LOT be left open longer than 60 days. On multiple project contacts, the LOT(s) of the asphalt plant will carry over from project to project.

331-6.2 Acceptance Procedures: Control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percent passing the No. 4, No. 10, No. 40 and No. 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-6.

Table 331-4

Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	±0.55%
Passing No. 4 sieve	±7.00%
Passing No. 10 sieve	±5.50%
Passing No. 40 sieve**	±4.50%
Passing No. 200 sieve	±2.00%

*Tolerances for sample size of n=1. See Table 331-7 for other sample sizes n=2 through n=6.

**Applies only to FC-3.

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each subplot. One random sample will be taken from each subplot. The bituminous mixture will be sampled and tested at the plant as specified in 331-4.4.2. Complete all QC testing within one working day from the time the samples were obtained.

Calculations for the acceptance test results for bitumen content and gradation (percentages passing No. 4, No. 10, No. 40 and No. 200 sieves) will be shown to the nearest 0.01.

Calculations for arithmetic averages will be carried to the nearest 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

334-6.2.1 Verification Testing: In order to determine the validity of the Contractor's QC test results prior to their use in the Acceptance decision, the Engineer will run verification tests.

334-6.2.2 Plant Testing: At the completion of each LOT, the Engineer may test a minimum of one Verification split sample randomly selected from the LOT. Results of the testing and analysis for the LOT will be made available to the Contractor within one working day from the time the LOT is completed. Verification samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture.

If all of the specified mix characteristics compare favorably, then the LOT will be accepted, with payment based on the Contractor's QC test data for the LOT. If any of the results do not compare favorably, then the Resolution samples from the LOT will be sent to an Independent laboratory for testing.

331-6.2.3 Plant Samples: In the event of an unfavorable comparison between the Contractor's QC test results and the Engineer's Verification test results on any of the properties, the Independent laboratory will test all of the split samples from the LOT for only the property (or properties) in question. Resolution samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture.

331-6.2.4 Independent Resolution Determination: The Resolution test results (for the property or properties in question) will be compared with the QC test results based on the between-laboratory precision. If the Resolution test results compare favorably with all of the QC results, then acceptance and payment for the LOT will be based on the QC results. If the Resolution test results do not compare favorably with all of the QC results, then

acceptance and payment for the LOT will be based on the Resolution test data for the LOT. No additional time will be granted for the impacts of any such testing. In the event of an unfavorable comparison between the Resolution test results and QC test results, make the necessary adjustments to assure that future comparisons are favorable.

331-6.2.5 Basis of Payment: Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330) for materials accepted in accordance with 331-4, 331-6, and 331-7. Based upon the quality of the material, a pay adjustment will be applied to the bid price of the material as determined on a LOT by LOT basis. The pay adjustment will be assessed by calculating a Pay Factor for the following individual quality characteristics: asphalt binder content, roadway density testing, and the percentage passing the No. 4, No. 10, No. 40 and No. 200. The pay adjustment will be computed by multiplying a Composite Pay Factor (CPF) for the LOT by the bid price per ton.

331-6.2.5.1 Partial LOTs: For Partial LOTs where no random sample is obtained due to insufficient tonnage, a CPF of 1.00 shall be applied.

331-6.2.5.2 Pay Factors: Pay Factors will be determined based on Table 331-5, using the average of the accumulated deviations from the target value (deviations are absolute values with no plus or minus signs.) The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "one test" column of Table 331-5. When this happens, the LOT will be automatically terminated and production stopped. The approval of the Engineer will be required prior to resuming production of the mix.

Acceptance of the LOT will then be determined in accordance with Table 331-5.

able331-5				
Acceptance Schedule of Payment (Asphalt Plant MixCharacteristics)				
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.				
Pay Factor	I-Test	2-Tests	3-Tests	4-Tests
Asphalt Cement Content (Extraction -FM 5-544 or5-563)				
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45
0.80*	over 0.75	over0.57	over 0.50	over 0.45
No. 4 sieve**				
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50
0.80*	over 10.00	over7.36	over 6.20	over 5.50
No. 10 sieve**				
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50

0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00
0.80*	over 8.50	over 6.45	over 5.54	over 5.00
No. 40 sieve**				
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50
0.90	6.51-7.50	5.34-6.04	4.82-5.39	4.51-5.00
0.80*	over 7.50	over 6.04	over 5.39	over 5.00
No. 200 sieve**				
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90
0.80*	over 2.80	over 2.27	over 2.04	over 1.90

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay. Otherwise, remove and replace the material at no cost to the Department on any item.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

NOTES:

(1) The No. 40 sieve applies to FC3..

(2) Deviations are absolute values with no plus or minus signs.

331-6.3 Automatic Batch Plant Asphalt Cement Content: Acceptance determinations for asphalt content for mixtures produced by automatic batch plants will be determined per 334- 5.1.1. Acceptance determinations for gradations (No. 4, No. 10, No. 40 and No. 200 sieves) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-5.

331-6.4 Additional Tests: The Engineer reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

331-6.4.1 Determination of Marshall and Volumetric Properties: The Contractor will determine the Marshall and Volumetric Properties of the mix at a minimum frequency of one set per LOT, to determine whether or not the produced mix is meeting the specification requirements. The Department may sample and prepare test specimens and test the mix in accordance with FM 5-511 for Marshall stability and flow., FM 1-T 209 for maximum specific gravity, and FM 1-T 166 for density. Volumetric properties will be determined for Type S and FC-3 mixes only.

331-6.4.2 Failing Marshall Properties: When the average value of the specimens fails to meet specification requirements for stability or flow, the Engineer may stop the plant operations until all specification requirements can be met or until another verified mix design has been approved. Make revisions to a mix design in accordance with 331-4.3.2. If the Lab Density of the mix during production differs from the value shown on the verified mix design by more than 2 lbs/ft³ for two consecutive tests, the Engineer will revise the target value.

331-6.4.3 Failing Volumetric Properties (Type Sand FC-3 mixes only): When the Engineer determines the air void content to be less than 3.0%, or greater than 6.5%, make appropriate adjustments to the mix. When the air void content is determined to be less than 2.5% or greater than 7.0% on any one test, or less than 3.0% on two consecutive tests, cease operations until the problem has been resolved.

331-6.4.4 Resuming Production: In the event that plant operations are stopped due to a failure to meet specification requirements, obtain the Engineer's approval before resuming production of the mix. Limit production to a maximum of 300 tons. At this time, the Marshall and volumetric properties of the mix will be verified. After the Marshall and volumetric properties are verified, full scale production of the mix may be resumed.

331-6.5.5 Disposition of In-Place Material: Any material in-place that is represented by the failing test results (low stability, high flow, or less than 2.5% air voids) will be evaluated by the Engineer to determine if removal and replacement is necessary. Remove and replace any in-place material, if required at no cost to the Department.

331-7 Acceptance of the Mixture at the Roadway

331-7.1 Density Control Nuclear Method: Determine the in-place density of each course of asphalt mix construction using the Nuclear Density Backscatter Method as specified by FM 1-T 238 (Method B). For a completed course, obtain an average in-place LOT density of at least 98% of the valid control strip density. Do not perform density testing on patching courses, leveling and intermediate courses less than 1 inch thick (or a specified spread rate less than 100 lb/ yd²), overbuild courses where the minimum thickness is less than 1 inch, projects less than 1,000 feet, sections with variable width, or open-graded friction courses. Compact these courses, with the exception of open- graded friction courses in accordance with 330-7.

331-7.2 Control Strips: In order to determine the density of compacted asphalt mixtures for the purpose of acceptance, first establish a control strip. Construct one or more control strips for the purpose of determining the control strip density. Construct a control strip at the beginning of asphalt construction and one thereafter for each successive course. Construct a new control strip for any change in the composition of the mix design, underlying pavement structure, compaction equipment, or procedures.

The Engineer may require an additional control strip when the Engineer deems it necessary to establish a new control strip density or confirm the validity of the control strip density being used at that time. The Contractor may also request a confirmation of the control strip density. Construct the control strip as a part of a normal day's run. Construct control strip 300 feet in length and of an adequately uniform width to maintain a consistent compactive effort throughout the section. When constructing the control strip, start it between 300 and 1,000 feet from the beginning of the paving operation. Construct a control strip of a thickness that is the same as that specified for the course of which it is part. Construct the control strip using the same mix, the same paving and rolling equipment, and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Leave every control strip in place to become a portion of the completed roadway.

In order to determine the acceptability of the control strip, make ten nuclear density determinations at random locations within the control strip after completing the compaction of the control strip. Do not make any determinations within 12 inches of any unsupported edge. Use the average of these ten determinations for the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table 331-6, the Engineer will develop a correction factor at four nuclear density locations from 6 inches diameter cores or by direct transmission nuclear determination where applicable. Cut the cores prior to opening the roadway to traffic. The Engineer will calculate the percent of lab density to the nearest 0.01% and round it to the nearest 0.1%. Should the percent of lab density in a control strip exceeds 99.0%, notify the Engineer immediately.

In the event that a control strip does not meet the minimum density requirements specified in Table 331-6, take appropriate corrective actions and construct a new control strip. If three consecutive control strips fail to meet specification requirements, the Engineer will limit production and placement of the mix to 800 to 1,000 feet, regardless of the thickness and width the Contractor is placing, until the Contractor obtains a passing control strip. Once the Contractor has obtained a passing control strip after a failing control strip (for the same mix layer, and project), the Department will use the passing control strip to accept all previously laid mix. In the event the Contractor does not obtain a passing control strip, and this particular mix, layer, etc., is completed on the project, the Engineer will evaluate density in accordance with FM 5-543.

Table 331-6			
Roadway Requirements for Bituminous Concrete Mixes			
Mix Type	Density	Minimum Control Strip Density* (% of Lab Density)	Surface Tolerance
S-I, S-II, S-m ,	per 331-7	96	per 331-7.3
FC-3	per 331-7	96	per 331-7.3
* The minimum control strip density requirement for shoulders is 95% of lab density.			

331-7.3 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope meeting the requirements per Table 331-7.

331-7.4 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples.

331-7.5 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 1.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

331-7.5.1 QC Calibration and Comparison: Calibrate the electronic levels a minimum of once per day before paving operations begin, in accordance with manufacturer's instructions. Compare the QC level with the Verification level before paving operations begin, and at any time as directed. If the comparison between QC and Verification levels is within plus or minus 0.2%, QC level is considered to compare favorably and can be used for measurement and acceptance of cross-slopes. If the levels do not compare favorably, perform a second comparison using another calibrated electronic level (Department or Contractor) for resolution. If the resolution level compares favorably with the QC level, the QC level is considered to be verified. If the resolution level does not compare favorably with the QC level, discontinue the use of the QC electronic level and obtain another approved electronic level that meets the requirements of this specification. The Contractor assumes all risk associated with placing the pavement at the correct cross slope.

331-7.5.2 Cross Slope Measurement: Measure the cross slope of the compacted pavement surface by placing the level at the center of the lane and perpendicular to the roadway centerline. Record all measurements to the nearest 0.1% on an approved form and submit the data to the Engineer.

331-7.5.2.1 Cross Slope Measurement Frequency:

1. Tangent Sections: Measure the cross-slope at a minimum frequency of one measurement every 100 feet per lane. When the average absolute deviation is consistently within the acceptance tolerance in Table 331- 7, upon the approval of the Engineer, the cross-
2. Super elevated Sections: Measure the cross slope every 100 feet per lane within the length of the full super elevation. For curves where the length of full super elevation is less than 250 feet, measure the cross slope at the beginning point, midpoint, and ending point of the fully super elevated section. For transition sections, measure the cross slope at control points identified in the Plans, or if not shown in the Plans, at a control point at the location of 0.0% cross slope.

331-7.5.2.2 Cross Slope Deviations and Corrections: Calculate the absolute deviation of each cross-slope measurement and the average of the absolute deviations of ten consecutive cross slope measurements. The

absolute deviation is the positive value of a deviation. In super elevated sections, when the number of measurements is less than ten, average the absolute deviation of all measurements.

If the average absolute deviation of any cross-slope measurement falls outside the acceptance tolerance shown in Table 331-7, stop the paving operation and make adjustments until the problem is resolved to the satisfaction of the Engineer.

Address in accordance with 337-7.5, all individual cross slope deviations outside the acceptance tolerances shown in Table 331-7. Complete all corrections before placement of the final pavement surface layer. For pavement with multiple layers, the deficient areas for the structural course maybe left in place, if approved by the Engineer. For friction course layers, make corrections in accordance with 331-7.5.

Table 331-7		
	Cross Slope	Acceptance
Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent section (including tum lanes)	0.4%	0.2%
Super elevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

The limits of deficient areas requiring correction maybe verified and adjusted with more accurate measurement methods, including survey instruments, upon approval of the Engineer and at no cost to the Department.

Should the Contractor wish to have any required corrections waived, submit a request to the Engineer for approval. The Engineer may waive the corrections at no reduction in payment if the deficiencies are sufficiently separated so as not to affect the pavement's overall traffic safety, surface drainage, ride quality, or surface texture.

For intersections, tapers, crossovers, transitions at the beginning and end of the project, bridge approaches and similar areas, adjust the cross slope to match the actual site conditions or as directed by the Engineer.

In the event the distance between two edges of deficient areas is less than 100 feet, the correction work shall include the area between the deficient areas.

331-7.5.3 Verification: The Engineer will verify the Contractor's cross slope measurements by randomly taking a minimum of ten cross slope measurements per lane per mile in tangent sections, at control points in transition sections, and a minimum of three cross slope measurements in fully super elevated sections. The Engineer will measure the cross slope of the compacted pavement surface by placing the level at the center of the lane and perpendicular to the roadway centerline.

331-7.5.3.1 Cross Slope Deviations and Corrections: If the average absolute deviation or an individual cross slope deviation falls outside of the acceptance tolerance in Table 331-7, immediately make a comparison check at the QC test locations to verify the QC measurements in the section. If the comparisons are beyond the acceptable comparison tolerance in accordance with 331- 7.5.1, stop the paving operations until the issue is resolved to the satisfaction of the Engineer. Correct any cross slope not meeting the individual deviation acceptance tolerance in accordance with 331-7.7 at no cost to the Department. The Engineer reserves the right to check the pavement cross slope at any time by taking cross slope measurements at any location.

331-7.6 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification.

331-7.6.1 General: Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

331-7.6.2 Test Method: Perform all straightedge testing in accordance with FM 5- 509 in the outside wheel path of each lane. The Engineer may require additional testing at other locations within the lane.

331-1.6.3 Traffic Control: Provide traffic control in accordance with Section 102 and the Design Standards, Index Nos. 607 or 619 during all testing. When traffic control cannot be provided in accordance with Index Nos. 607 or 619, submit an alternative Traffic Control Plan as specified in 102-4. Include the cost of this traffic control in the Contract bid prices for the asphalt items.

331-7.6.4 Process Control Testing: Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

331-7.6.5 QC Testing:

331-7.6.5.1 General: Straightedge the final Type S structural layer and friction course layer in accordance with 331-7.6.2, with the exception that if the method of acceptance is by laser profiler, then straight edging of the friction course layer is not required unless otherwise stated in the Specifications. If the project's method of acceptance is by laser profiler, areas not suitable for testing with the laser profiler will be tested and accepted by straight edging. Test all pavement lanes and ramps where the width is constant and document all deficiencies in excess of 3/16 inch on a form approved by the Engineer.

331-7.6.5.2 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. As an exception, in the event the Engineer identifies an objectionable surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 331-7.7. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor, as determined by the Engineer. In addition, the Engineer may also waive the straight edging requirements on ramps and super elevated sections where the geometrical orientation of the pavement results in an inaccurate measurement with the rolling straightedge.

331-7.6.5.3 Intermediate Layers and Temporary Pavement: When the design speed is 55 mph or greater and the intermediate Type S layer or temporary pavement is to be opened to traffic, if the Engineer identifies an objectionable surface irregularity, straightedge and address all deficiencies in excess of 3/8 inch within 72 hours of placement in accordance with 331-7.7.

331-7.6.5.4 Final Type S Structural Layer: Straightedge the final Type S structural layer in accordance with 331-7.6.2, either behind the final roller of the paving train or as a separate operation. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 331-7.7.

When the final structural course is to be opened to traffic and the design speed is 55 mph or greater, if any defect is 3/8 inch or greater, the Engineer may require deficiencies to be corrected within 72 hours after opening to traffic.

331-7.6.5.5 Friction Course Layer: Where required per 331-7.6.5.1, and in areas noted in 331- 7.6.6.2 as not suitable for testing with the Laser Profiler, straightedge the friction course layer in accordance with 331-7.6.2, either behind the final roller of the paving train or as a separate operation upon completion of all paving operations. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing.

The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 331-7.7.

331-7.6.6 Acceptance:

331-7.6.6.1 Straightedge Acceptance: For areas of roadways where the design speed is less than 55 miles per hour, and for areas of roadways where the design speed is greater than or equal to 55 miles per hour which are noted in 331-7.6.6.2 as not suitable for testing with the Laser Profiler, acceptance for pavement smoothness of the friction course will be based on verified QC measurements using the straightedge as required by 331- 7.6.5. The Engineer will verify the straightedge testing by observing the QC straight edging operations.

331-7.6.6.2 Laser Acceptance: For areas of high speed roadways where the design speed is equal to or greater than 55 miles per hour, acceptance testing for pavement smoothness of the friction course (for mainline traffic lanes only) may be based on the Laser Profiler. Ramps, acceleration and deceleration lanes, and other areas not suitable for testing with the Laser Profiler will be tested and accepted with the straightedge in accordance with 331- 7.6.5.5 and 331-7.6.6.1.

331-7.7 Unacceptable Pavement:

331-7.7.1 Corrections: Address all areas of unacceptable pavement at no cost to the Department. Retest all corrected areas and assure the requirements of these Specifications are met.

331-7.7.1.1 Structural Layers: Correct all deficiencies, as defined in the Specifications, in the Type S structural layers by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane.

As an option, for high straightedge deficiencies only, mill the pavement surface the full lane width to a depth and length adequate to remove the deficiency. This option only applies if the structural layer is not the final surface layer.

331-7.7.1.2 Friction Course: Correct deficiencies in the friction course or final surface layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane.

As an exception, the Engineer may allow the Contractor to leave these areas in place if it is determined by the Engineer that the deficiency is not a significant detriment to the pavement quality. A reduction to the pay item quantity will be made in accordance with 331-7.7.2.

331-7.7.2 Reduction in Pay Item Quantity: When the Engineer elects to waive corrections, the Department will reduce the pay quantity for the pay item in question by the amount of material the Contractor would have removed and replaced had the correction been made. When the Pay Quantity is in tons, the Department will base the reduction on the volume of material the Contractor would have removed (the length by the lane width by layer thickness) multiplied by the maximum specific gravity of the mix as determined through the following equation:

$$\text{Quantity(tons)} = L \times W \times t \times Gmm \times 0.0024$$

Where:

L = Lane length (ft.) W

= Lane width (ft.)

t = Layer thickness (in.) Gmm = Maximum specific gravity from verified mix design

For FC-3 friction course, the Department will base the reduction on the area the Contractor would have removed (the length by lane width) multiplied by a spread rate of 80 pounds per square yard as determined through the following equation:

$$\text{Quantity(tons)} = L \times W \times 0.0044$$

Where:

L = Lane length (ft.)

W = Lane width (ft.)

331-7 Protection of Finished Surface.

Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the final lift on adjacent pavement. Equip blade graders operating adjacent to the pavement during shoulder construction with a 2 inch by 8 inch or larger board, or other attachment providing essentially the same results, attached to their blades so it extends below the blade edge and protects the pavement surface from damage by the grader blade. To prevent rutting or other distortion, protect sections of newly finished dense-graded friction course and the last structural layer from traffic until the surface temperature has cooled below 160°F. The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

331-8 Contractor Quality Control System

331-8.1 Quality Control Description: The asphalt concrete supplier shall comply with Section 105 and maintain an approved Quality Control Program, as an alternate, the supplier shall submit a Quality Control Plan per these requirements. These Specifications establish minimum requirements and activities for a Contractor quality control system. These requirements pertain to the inspections and tests necessary to substantiate material and product conformance to Contract requirements and to all inspections and tests required by the Contract.

331-8.2 Functions and Responsibilities:

1. The Department. The Department will verify the Contractor's design mixes, inspect plants and monitor control of the operations to ensure conformance with these Specifications. At no time will the Engineer issue instructions to the Contractor or producer as to the setting of dials, gauges, scales and meters. However, the Department's representatives may question and warn the Contractor against the continuance of any operations or sequence of operations that obviously do not result in satisfactory compliance with the requirements of these Specifications.
2. The Contractor. Submit in writing the proposed Quality Control Plan for each asphalt plant for the Engineer's approval. Maintain the approved Quality Control Plan in effect for the plant to which it is assigned until the Engineer rejects it in writing. Include in the plan the sampling, testing, inspection and the anticipated frequencies of each to maintain process control.

331-8.3 Recommendations for a Contractor Quality Control Plan.

331-8.3.1 All Types of Plants:

1. Stockpiles
 - a. Place materials in the correct stockpile.
 - b. Use good stockpiling techniques.
 - c. Inspect stockpiles for separation, contamination, segregation, etc.
2. Incoming Aggregate
 - a. Obtain gradations and bulk specific gravity (BSG) values from the aggregate supplier.
 - b. Determine gradation of all component materials.
 - c. Compare gradations and BSG to mix design.
3. Cold Bins
 - a. Calibrate the cold gate/feeder belt settings.
 - b. Observe operation of cold feed for uniformity.
4. Dryer
 - a. Observe pyrometer for aggregate temperature control.
 - b. Observe efficiency of the burner.
5. Hot Bins
 - a. Determine gradation of aggregates in each bin.
 - b. Determine theoretical combined grading.

6. Bituminous Mixture
 - a. Determine asphalt content.
 - b. Determine mix gradation.
 - c. Check mix temperature.
 - d. Verify modifier addition.

331-8.3.2 Batch Plants:

1. For batch weights, determine percent used and weight to be pulled from each bin to ensure compliance with the mix design.
2. Check mixing time.
3. Check operations of weigh bucket and scale

331-8.3.3 Continuous Mix Plant:

1. Determine gate calibration chart for each bin.
2. Determine gate settings for each bin to ensure compliance with the mix design.
3. Determine gallons [cubic meters] per revolution or gallons [cubic meters] per minute to ensure compliance with the mix design.

331-8.3.4 Drum Mixer Plant:

1. Calibrate the cold feed and prepare a calibration chart for each cold gate.
2. Develop information for the synchronization of the aggregate feed, reclaimed asphalt pavement (RAP) feed and the bituminous material feed.
3. Calibrate the weigh bridge on the changing conveyor.

The activities shown in Table 331-4 are the normal activities necessary to control the production of bituminous concrete at an acceptable quality level. The Department recognizes, however, that depending on the type of process or materials, some of the activities listed may not be necessary and, in other cases, additional activities may be required. The frequency of these activities will also vary with the process and the materials. When the process varies from the defined process average and variability targets, increase the frequency of these activities until the proper conditions are restored. Take one sample and test for every 1,000 tons [900 metric tons] of incoming aggregate (including RAP) as it is stockpiled. Test RAP material for extracted gradation and asphalt content.

Plot and keep up-to-date control charts for all quality control sampling and testing.

Provide control charts for the following:

- a. gradation of incoming aggregates
- b. gradation and asphalt content of RAP
- c. combined gradations of hot bins
- d. extracted asphalt content
- e. mix gradation
- f. gradation of cold feed (drum mixers)

Post all current control charts in the asphalt lab where they can be seen. Submit design mixes to the Engineer for verification prior to their use. Provide process control of all materials during handling, blending, mixing and placing operations.

331-8.4 General Requirements: Furnish and maintain a quality control system that provides reasonable assurance that all materials and products submitted to the Engineer for acceptance meet the Contract requirements. Perform, or have performed, the inspection and tests required to substantiate product conformance to Contract requirements, and also perform, or have performed, all inspections and tests otherwise required by the Contract.

Keep a quality control technician, who has been certified by the Department as a Qualified Asphalt Plant Technician (Plant Level II), available at the asphalt plant at all times when producing asphalt mix for the Department. Place a person in responsible charge of the paving operations who is qualified by the Department as a Qualified Asphalt Paving Technician (Paving Level II). Document the quality control procedures, inspection and tests, and make that information available for review by the Engineer throughout the life of the Contract.

331-8.5 Documentation: Maintain adequate records of all inspections and tests. Record the nature and number of tests made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken, as appropriate.

The Department may review and approve all documentation procedures prior to the start of the work. The Department will take ownership of all charts and records documenting the Contractor's quality control tests and inspections upon completion of the work.

331-8.6 Charts and Forms: Record all conforming and nonconforming inspections and test results on approved forms and charts, and keep them up to date and complete and make them available at all times to the Engineer during the performance of the work. Prepare charts of test properties for the various materials and mixtures on forms that are in accordance with the applicable requirements of the Department. The Engineer will furnish a copy of each applicable chart and form. Provide a supply of the charts and forms from the copy furnished. Obtain the Engineer's approval of non-standard forms and charts prior to using them.

331-8.7 Corrective Actions: Take prompt action to correct any errors, equipment malfunctions, process changes or other problems that result or could result in the submission of materials, products or completed construction that do not meet the requirements of these Specifications. When it becomes evident to the Department that the Contractor is not controlling his process and is making no effort to take corrective actions, the Department will require the Contractor to cease plant operations until such time as the Contractor can demonstrate that he can and is willing to control the process.

331-8.8 Laboratories with Measuring and Testing Equipment: Furnish a fully equipped asphalt laboratory (permanent or portable) at the production site, and meeting the following requirements:

1. Area - Provide an effective working area for the laboratory that is a minimum of 180 square feet. This area does not include the space for desks, chairs and file cabinets.
 2. Lighting - Provide lighting in the lab adequate to illuminate all areas of work.
 3. Temperature Control- Equip the lab with heating and air conditioning units that provide a satisfactory working environment.
 4. Ventilation - Equip the lab with fume hoods and exhaust fans that will remove all hazardous fumes from within the laboratory in accordance with OSHA requirements.
 5. Equipment and Supplies - Furnish the lab with the necessary sampling and testing equipment, and supplies, for performing Contractor quality control and Department acceptance sampling and testing. A detailed list of equipment and supplies required for each test is included in the Field Sampling and Testing Manual.
- When running plants at a high production rate, furnish additional testing equipment as necessary to allow the completion of the Contractor's quality control tests and the Department's Acceptance tests within the specified time frame.

331-8.9 Sampling and Testing: Use the sampling and testing methods and procedures that the Department provides to determine quality conformance of the materials and products. The Department will use these same methods and procedures for its acceptance tests. Include the sampling for other material characteristics on a random basis and the plotting of the test results on control charts in the Quality Control Plan.

331-8.9.1 Alternative Procedures: The Contractor may use alternative sampling methods, procedures and inspection equipment when such procedures and equipment provide, as a minimum, the quality assurance required by the Contract Documents. Prior to applying such alternative procedures, describe them in a written proposal and demonstrate for the Engineer's approval that their effectiveness is equal to or better than the Contract requirements. In case of dispute as to whether certain proposed procedures provide equal assurance, use the procedures stipulated by the Contract Documents.

331-8.10 Nonconforming Materials: Establish and maintain an effective and positive system for controlling nonconforming materials, including procedures for identification, isolation and disposition. Reclaim or rework

nonconforming materials in accordance with procedures acceptable to the Engineer. Discuss the details of this system at the preconstruction conference, and make these details a part of the record of the conference.

331-8.11 Department Inspection at Subcontractor or Supplier Facilities: The Department reserves the right to inspect materials not manufactured within the Contractor's facility.

The Department's inspection does not constitute acceptance and does not, in any way, replace the Contractor's inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable material or product. When the Department inspects the subcontractor's or supplier's product, such inspection does not replace the Contractor's responsibility to inspect such subcontractor's or supplier's product.

SECTION 331-9 ASPHALT CONCRETE FRICTION COURSE (LCDOT REV 12/06/2017)

331-7 Description. Construct an asphalt concrete friction course. This Section specifies mixes designated as Friction Course 3(FC-3).

331-9.1 Materials.

331-9.1.1 General Requirements: Meet the plant and equipment requirements of Section 320, as modified herein. Meet the general construction requirements of Section 330, as modified herein. The Engineer will base continuing approval of material sources on field performance.

331-9.1.2 Coarse Aggregate: Meet the requirements of Section 901, and any additional requirements or modifications specified herein for the various mixtures.

331-9.1.3 Fine Aggregate: Meet the requirements of Section 902, and any additional requirements or modifications specified herein for the various mixtures.

331-9.2 General Composition of Mixes.

331-9.2.1 General: Use a bituminous mixture composed of aggregate (coarse, fine, or a mixture thereof). Size, uniformly grade and combine the aggregate fractions in such proportions that the resulting mix meets the requirements of this Section. The use of RAP material will not be permitted.

331-9.3 Specific Component Requirements for FC-3 Mix:

331-9.3.1 Aggregates: In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed gravel, crushed granite, crushed slag, or crushed limestone from the Oolitic formation. Aggregates other than those listed above may be used if approved by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials. Use crushed screenings composed of hard, durable particles resulting from crushing or processing the coarse aggregate as specified above. Screenings from other approved sources may be used provided that the total of these screenings along with silica sand or local materials does not exceed 40%. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials defined in Section 902.

331-9.3.2 FC-3: Provide a mix design conforming to the requirements of 331-4.3. Submit data showing that the mix design meets the requirements of Table 331-2. Then, for production, substitute the asphalt binder at the optimum conventional binder content and show it as the optimum binder content on the verified mix design.

331-9.4 Contractor's Quality Control. Provide the necessary quality control of the friction course mix and construction in accordance with the applicable provisions of Section 330 and 331-4.4 for FC-3. After the mix design has been approved, furnish the material to meet the approved mix design in accordance with the provisions of 331-4.4.2 and Table 331- 3 for FC-

3. Calibrate the plant in accordance with 331-4.4.3 and Table 331-3. The Engineer will monitor the spread rate periodically to ensure uniform thickness. Provide quality control procedures for daily monitoring and control of spread rate variability. If the spread rate varies by more than 5% of the spread rate, immediately make all corrections necessary to bring the spread rate into the acceptable range.

331-9.5 Acceptance of Mix.

331-9.5.1 Acceptance at the Plant: The bituminous mix will be accepted at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of 331-5 for FC-3, with the exception that the asphalt content of the mixture will be determined in accordance with FM 5-563, and the gradation will be determined in accordance with FM 1-T 030.

331-9.5.2 Acceptance on the Roadway: The FC-3 mix will be accepted on the roadway with respect to density in accordance with the applicable provisions of 331. The FC-3 mixture will be accepted on the roadway with respect to surface tolerance in accordance with the applicable provisions of 330-4.

331-9.6 Temperature Requirements for FC-3:

331-9.6.1 Air Temperature at Laydown: Spread the mixture only when the air temperature, taken in the shade away from artificial heat, is at or above 45°F.

331-9.6.2 Temperature of the Mixture: Heat and combine the asphalt binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, of 310°F, or as directed by the Engineer. Meet the temperature tolerance requirements specified in Table 330-2.

331-9.7 Spread Rate for FC-3: The Engineer will set the spread rate within the range of 100-110 lb/yd².

331-9.8 Method of Measurement.

The quantity to be paid for will be the weight, in tons [metric tons], as determined in accordance with 320-2 (including provisions for the automatic recordation system). The pay quantity will be based on the average spread rate for the project, limited to a maximum of 105% of the spread rate set by the Engineer.

331-9.9 Basis of Payment.

Price and payment will be full compensation for all the work specified under this Section, including the cost of the (asphalt cement, anti-stripping agent, blending, and handling), as well as fiber stabilizing additive and hydrated lime (if required). Payment will be made under: Item No. 337-7 -Asphaltic Concrete Friction Course per-ton.

SECTION 570 - PERFORMANCE TURF

Section 570: Delete Section 570 in its entirety and substitute the following:

SECTION 570 - SODDING OF DISTURBED AREAS

570-1 Description.

Establish a growing, healthy turf over the disturbed areas designated by the Engineer using sod. Maintain all sodded areas until final acceptance of all contract work in accordance with Section 5-11.

570-2 Materials.

Meet the following requirements:

Turf Materials Section 981

Fertilizer Section 982

Water. Section 983

570-3 Construction Methods.

570-3.1 General: Incorporate sod installation into the project at the earliest practical time.

Shape the areas to be sodded to the typical sections generally existing prior to overlay work. Sod variety matching the adjoining areas shall be used unless otherwise directed by the Engineer. Use the methods and materials necessary to establish and maintain the initial sodding until acceptance of the Contract work in accordance with 5-11. All permanent sodding shall be in place prior to final acceptance. The Department will only pay for replanting as necessary due to factors determined by the Engineer to be beyond the control of the Contractor.

570-3.2 Sod. Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours. Place the sod to the edge of all landscape areas as shown in the Plans and as shown in the Design Standards. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge. Remove and replace any sod as directed by the Engineer.

570-8 Method of Measurement.

The quantities to be paid for will be the authorized quantity in square yards of areas sodded for each sod variety. Any areas sodded without the express authorization of the Engineer will not be considered for payment. Quantities will be measured in place after sodding is completed and accepted.

570-9 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

Payment will be made under:

Item No. 570- 9- 1 Sodding, Bahia- per square yard

Item No. 570- 9- 2 Sodding, Floratam - per square yard

SECTION 710 - PAINTED PAVEMENT MARKINGS

Section 710: Throughout the entire Section replace "gross mile" with "linear foot" or "linear feet", as applicable. All painted pavement markings will be measured on a linear foot basis.

Subarticle 710-11.1: Add the following to the end of the paragraph: "Raised Pavement Markers will be paid for separately under Item No. 706- 03 Retroreflective Pavement Markers – per each. Pavement markings of a temporary nature used for maintenance of traffic purposes are not subject to payment under this provision, but shall be included in the cost of item No. 102- 1 Maintenance of Traffic - lump sum."

SECTION 711 - THERMOPLASTIC PAVEMENT MARKINGS

Section 711: Throughout the Section replace "gross mile" with "linear foot" or "linear feet", as applicable. All thermoplastic pavement markings will be measured on a linear foot basis.

DIVISION III-MATERIALS

RESERVED

AGREEMENT between CITY OF KISSIMMEE

And

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and _____, whose business address is _____, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change 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.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. 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.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
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 expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** 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:** 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:** 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 "C." 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, sub-contractors, 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.org, 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:

20. **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.
21. **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: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT

ITEM 7.J

Leaders Airport Investments, LLC. Lease Termination

Request

City Commission approval to terminate ground lease and memorandum of lease for land parcel located at the Airport's Business Airpark to construct aircraft hangars.

Explanation

Leaders Airport Investments, LLC entered into a ground lease agreement for a parcel of land located at the Airport's Business Airpark (Parcel# 19-25-29-1553-0001-FD10), to construct two (2) aircraft hangars for aircraft storage. This lease was based on a Memorandum of Understanding dated December 3, 2019. Since then, leaders have not demonstrated efforts to begin the permitting and development process.

Leaders was provided a Notice of Default dated February 2, 2022, due to delinquent rental payments. Payment was made in March of 2022, but the account is again delinquent in payments since that time. The Airport has others interested in constructing hangars and desires to develop the property immediately.

Recommendation

Staff recommends the Commission terminate the Leaders Airport Investments, LLC, agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Leaders Airport Investments Termination

Leaders Airport Investment, Inc
1120 Carlton Avenue
Suite 1300
Lake Wales, Florida 33853

NOTICE OF TERMINATION OF LEASE
AND
TERMINATION AND RELEASE OF MEMORANDUM OF LEASE

THIS NOTICE OF TERMINATION OF LEASE (“Termination”) is made as of the _____ day of _____, 2022

WITNESSETH

WHEREAS, the CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida (“Lessor”), and LEADERS AIRPORT INVESTMENT LLC, a Florida limited liability company (“Lessee”) are parties to that certain Lease dated September 28, 2021, (the “Lease”) for certain property in Kissimmee, Florida, legally described on Exhibit A Attached hereto and made a part hereof (the “Leased Premises”); and

WHEREAS, Lessor and Lessee are parties to that certain Memorandum of Understanding dated December 3, 2019; and

WHEREAS, The Lease provides that Lessor may terminate the Agreement after a material default by Lessee and failure of Lessee to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessor; and

WHEREAS, Lessor provided Lessee Notice of Default on February 2, 2022, due to delinquent rental payments. Lessee was given the opportunity to cure the default but continues to be in arrears for payment of rents due and owing to Lessor; and

WHEREAS, Pursuant to the Waiver of Statutory Notice in Section E of the Lease, in the event the Lessor exercises its option to terminate the Lease Agreement, a Notice of Termination is sufficient to terminate the Lease Agreement; and

WHEREAS, Lessor is exercising the right to terminate the Lease through this instrument, and additionally desires to terminate the Memorandum of Understanding.

1. Termination of Lease. Lessor hereby terminates the Lease effective immediately. The Lease is of no further force or effect, and neither party has any further obligations thereunder.

2. Memorandum of Lease. Lessor hereby terminates the Memorandum and all provisions thereof, and hereby releases the Leased Premises from the Memorandum and the Lease memorialized thereby.

3. Possession. Lessee is obligated to immediately surrender possession of the Leased Premises to the City, and any buildings and improvements thereupon shall revert to City ownership.

Signatures and notarial sections appear on the following pages.]

IN WITNESS WHEREOF, Lessor has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

LESSOR:

CITY OF KISSIMMEE, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Name: _____
Its: _____

Signed, sealed, and delivered in the presence of:

(signature)
Name: _____
(print)

(signature)
Name: _____
(print)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 202____, by _____, as _____ of the City of Kissimmee, Florida, a municipal corporation of the State of Florida, on behalf of such entity. He/She is personally known to me or has produced a _____ as identification.

(Affix Notary Seal or Stamp)

NOTARY PUBLIC (Signature)

(Printed Name)

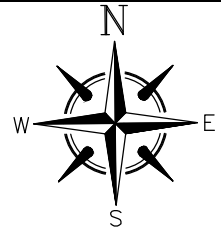
My Commission Expires:

EXHIBIT A

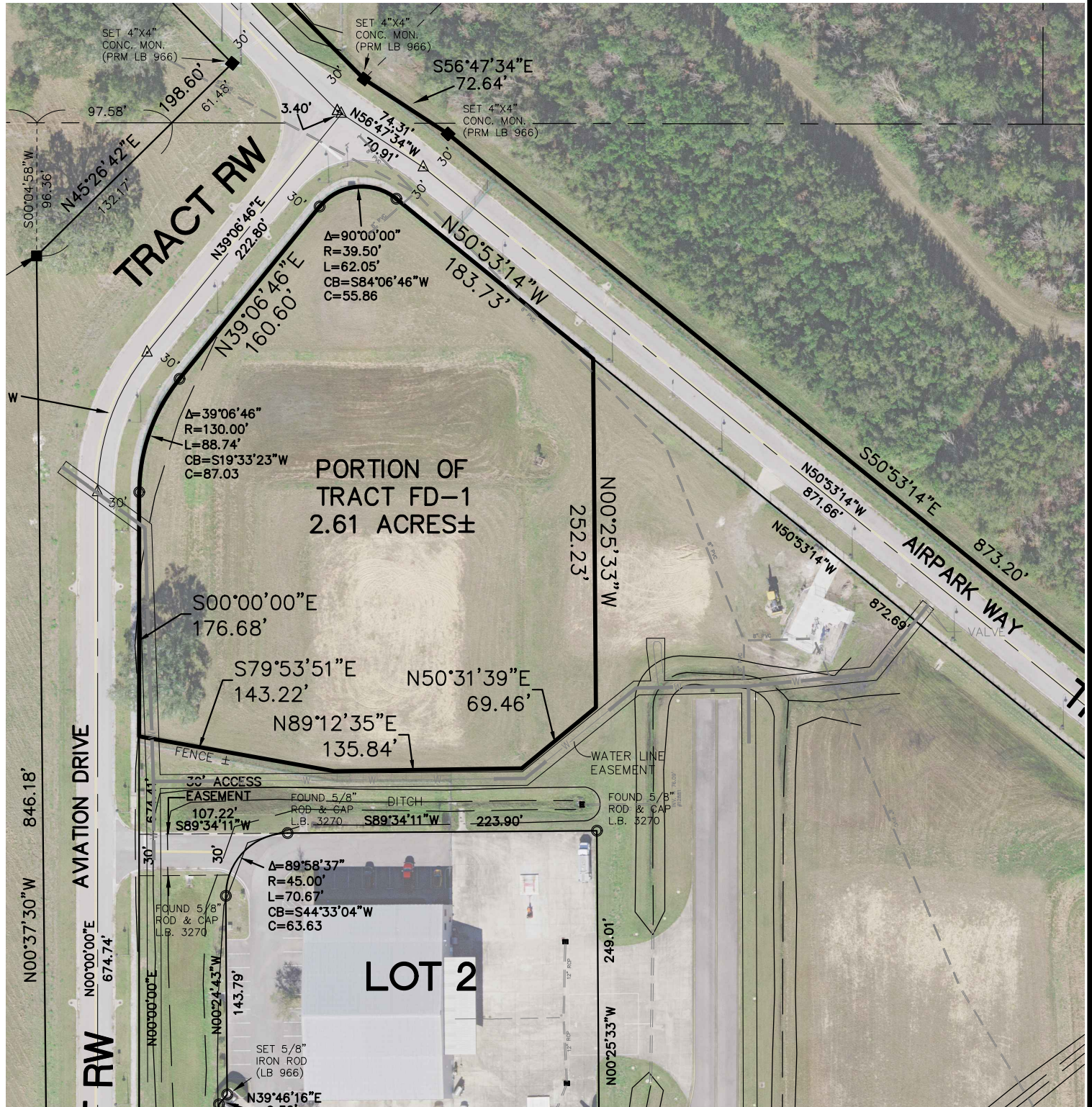
Legal Description of the Leased Premises

[SEE ATTACHED]

EXHIBIT



SCALE 1"=100'



JOHNSTON'S SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744

Tel. (407) 847-2179 Fax (407) 847-6140

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ITEM 7.K**Transfer of funds for Rescue Unit 112 Re-Chassis****Request**

City Commission approval to transfer \$3,800 from Vehicle Maintenance to Sales Tax Project ST2206

Explanation

On January 18, 2022, the City Commission approved the re-chassis and refurbishment of FD117 (Rescue 112) for a cost of \$211,218. Since that time, Excellance has been charged a Freightliner Model Year 2023 Pricing Surcharge in the amount of \$3,800. This surcharge is due to the increased cost for materials and parts.

Excellance has transferred this cost to our total amount due. To cover this cost, we are requesting to transfer \$3,800 from Vehicle Maintenance to project ST2206.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135203 504649	ST2206	Decrease	\$3,800	
10435206 506495		Increase	\$3,800	

Financial Summary:

Funds will be transferred from the General Fund Fire Department budget to the Sales Tax fund to cover the price increase.

Recommendation

Staff recommends approval to transfer \$3,800 from Vehicle Maintenance (00135203 504649) to ST2206 (10435206 506495) for the re-chassis of FD117 (Rescue 112).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

None

City of Kissimmee

ITEM 8.A

Acceptance of Qualified Electors for Seat # 2 and Seat # 4

Request

Staff requests Commission approval of the certification of candidates for the August 23, 2022 General Election for Commission Seat # 2 and Commission Seat # 4.

Explanation

The Supervisor of Elections has provided scanned copies of the "Oath of Candidate" (Florida Statute Section 99.021) that officially certifies the candidates qualified based on Florida Election Law.

The candidates listed below have submitted paperwork to qualify for the General Elections as defined in the City Charter, Article II, Chapter 2, Section 7, and Section 8. Residency Affidavits have been submitted and the candidates are listed below in the order they qualified with the Supervisory of Elections per our Lottery Procedures.

City Commission Seat # 2

Name	Date	Time
Angela Eady	June 13, 2022	1:22 pm
Felix Ortiz	June 15, 2022	4:06 pm

City Commission Seat # 4

Name	Date	Time
Jim Fisher	June 13, 2022	1:41 pm
Janette Martinez	June 13, 2022	3:37 pm

Candidates Mario Polit-Trujillo (Seat # 2) and Elian Y. Rodriguez-Guzman (Seat #4) did not qualify with the Supervisor of Elections by the June 17, 2022 deadline at 12:00 p.m. The remaining candidates are being submitted to the Commission for review and acceptance and/or denial as qualified candidates for the City Commission Seat # 2 and Seat # 4.

Qualifying documentation submitted by each of the candidates will be provided to the Commission in advance of the meeting.

Recommendation

Staff recommends Commission review of candidates for the General Election on August 23, 2022 and request direction on the acceptance or denial of candidates.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

City of Kissimmee

None

ITEM 8.B

General Election Resolution in Support of Election Proclamation and Designation of Names to Appear on the Ballot

Request

Commission adoption of a Resolution in support of an Election Proclamation and with the order of the candidate names as they will appear on the ballot for the August 23, 2022 General Election.

Explanation

The Election Resolution establishes August 23, 2022 as the date for the General Election, with November 8, 2022 as the date for the Run-off Election if required. The resolution also designates candidate names as they are to appear on the ballot for the Commission Seat # 2 and Commission Seat # 4.

In accordance with the City Charter, Article III, Chapter 1, Section 6, the City Clerk held a lottery to draw the names of the candidates who submitted documentation for the Commission to accept them as qualified electors. The Lottery was held on Friday, June 17, 2022 at 3:00 p.m. and the order of the names that will appear on the ballot if accepted by the Commission are as follows:

City Commission Seat # 2

Angela Eady
Felix Ortiz

City Commission Seat # 4

Jim Fisher
Janette Martinez

Should the Commission not accept any of the candidates as qualified, those names will be removed from the Ballot Resolution prior to the Resolution being submitted to the Supervisor of Elections for the Official Ballot.

Recommendation

Commission approval of the Resolution for the Election Proclamation based on the acceptance of candidates.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Designation of Names on the Ballot - RES 14-2022 (Seat 2 and 4)
2. Clerk Certification and Lottery Results (Seat 2 and 4)

City of Kissimmee

RESOLUTION NO. 14-2022

RESOLUTION IN SUPPORT OF ELECTION PROCLAMATION AND DESIGNATION OF NAMES TO APPEAR ON THE BALLOT

WHEREAS, Article III, Chapter 1, Section 1 of the Charter of the City of Kissimmee provides for the date General Municipal Elections are held; and

WHEREAS, the Mayor-Commissioner shall issue this proclamation signed by him and attested by the City Clerk, ordering said general election; and

WHEREAS, the City Manager shall issue notice of said general election at least ten (10) days prior to the election date.

NOW, THEREFORE, BE IT RESOLVED that the following Election Proclamation be issued:

PROCLAMATION

IT IS HEREBY announced and proclaimed that the **General Election** in the City of Kissimmee, Florida will be held during the legal hours of voting on the **23rd day of August, 2022**. All voting precinct locations within the City of Kissimmee City Limits as established by the Office of the Supervisor of Elections will be utilized for the purpose of electing Commissioners for Commission Seat # 2 and Commission Seat # 4. In the event that a particular race is not decided by a candidate receiving a majority of the votes cast for that office, **a run-off election for that race will be held on Tuesday, November 8, 2022**.

The Commission shall make the necessary appointments to conduct said election and make due returns thereof as provided by law.

BE IT FURTHER RESOLVED, that the City Manager gives notice of this Resolution and Election Proclamation as provided by law and to publish the same in a newspaper of general circulation in the City of Kissimmee, Florida, at least ten (10) days prior to the date of said election.

BE IT FURTHER RESOLVED, that the form of official ballot to be used in said election shall be substantially as follows:

OFFICIAL BALLOT GENERAL ELECTION – CITY OF KISSIMMEE AUGUST 23, 2022

**CITY COMMISSIONER, SEAT # 2 FOR FOUR YEAR TERM:
(VOTE FOR ONE)**

Angela Eady (O)
Felix Ortiz (O)

**CITY COMMISSIONER, SEAT # 4 FOR FOUR YEAR TERM:
(VOTE FOR ONE)**

Jim Fisher (O)
Janette Martinez (O)

BE IF FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to have the necessary official ballots printed and do all other things as may be necessary for conducting said election according to law.

PASSED AND DULY ADOPTED at a regular meeting of the City of Kissimmee Commission on the 21st day of June, 2022.

CITY OF KISSIMMEE

BY: _____
Olga Gonzalez
Mayor-Commissioner

ATTEST:

CITY CLERK



CITY OF KISSIMMEE

Office of the City Clerk

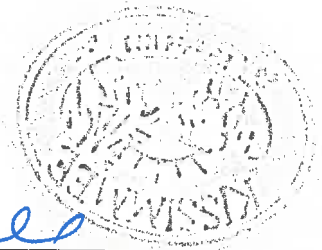
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

CITY CLERK CERTIFICATION

On Friday, June 17, 2022, at 3:00 p.m. a Lottery was held, open to the public, to determine the order of the candidates' names to appear on the ballot for City Commission (Seat # 2 and Seat # 4). The Lottery was conducted as provided in the attached "Lottery Procedures". The Lottery selection list is attached which lists the names of the candidates and the order they will appear on the ballot.

Done this 17th day of June, 2022.


Linda S. Hansell, City Clerk



LOTTERY PROCEDURES

1. The lottery shall be open to the public and each candidate shall be entitled to attend the lottery.
2. The City Clerk upon receipt of the list of qualified persons from the Supervisor of Elections shall assign a number commencing with number one and consecutively thereafter for each candidate that qualifies in the order they were submitted to the Supervisor of Elections. A record shall be kept of all numbers assigned.
3. The City Clerk shall have made or purchased plastic balls with Arabic numbers preprinted on the balls.
4. The City Clerk shall place the necessary number of plastic balls in a wire cage that empties one ball at a time.
5. The container shall be shaken by the City Clerk in such a manner that any prearranged order is not possible.
6. The City Clerk will then turn the cage in a manner that prevents him/her from seeing the ping pong balls in the container.
7. The order in which the numbered balls are released from the cage will be the order in which the candidate names will appear on the ballot.
8. The process will be repeated for each seat.
9. Upon conclusion of the lottery, the City Clerk shall prepare a list of the candidate names and the order as they will appear on the ballot.

LOTTERY SELECTION LIST **SEAT 2 & 4**

Date: June 17, 2022 Time: 3:00 p.m

SEAT # 2

ASSIGNED NUMBER / NAME			SELECTED BALLOT ORDER
B 1	Angela Eady	6/13/2022 1:22p	1. <u>B1 Angela Eady</u>
B 2	Felix Ortiz	6/15/2022 4:10p	2. <u>B2 Felix Ortiz</u>
B 3			3.
B 4			4.
B 5			5.
B 6			6.
B 7			7.

SEAT # 4

ASSIGNED NUMBER / NAME			SELECTED BALLOT ORDER
B 1	Jim Fisher	6/13/2022 1:41p	1. <u>B1 Jim Fisher</u>
B 2	Janette Martinez	6/13/2022 3:37p	2. <u>B2 Janette Martinez</u>
B 3			3.
B 4			4.
B 5			5.
B 6			6.
B 7			7.

Witness: 

Date: 6-17-22

Witness: 

Date: 6/17/22

ITEM 8.C

Annual Advisory Board Appointments and Vacancies

Request

The Commission is requested to replace a Historic Preservation Board member whose term expires May 31, 2022 and also make an appointment to fill a vacancy due to the death of a member of the same Board.

Explanation

The remaining appointments due to expire on May 31, 2022 are on the following board:

Historic Preservation Board

In addition to the expiring term, we were notified that Board Member Elian Rodriguez-Guzman passed away, leaving a vacancy on the Historic Preservation Board. The remaining term for that vacancy will expire on May 31, 2023; Seat # 5 will be assigned to that vacancy.

Each Board has individual requirements for residency as well as additional positions such as architects, engineers, business owners, etc. You will find the qualifications for the board members on the attached list as well as responses to whether they would like to continue serving on their current board.

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Historic Preservation Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Commission Appointments by Seat 6-21-2022

APPOINTMENTS BY SEAT

DATE: June 21, 2022

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
Seat # 3 Alvarez	Historic Preservation Board William Dupre	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	06/07/2022 07/05/2022	NO
Seat # 5 Gonzalez	Historic Preservation Board Elian Rodriguez-Guzman	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	06/21/2022 07/19/2022	No (Deceased)