



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

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Employee of the Month for July

- 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 June 21, 2022 meeting
- 7.B Award of Bid (RFP 2022-007) for Security Guard Services
- 7.C Temporary Construction Easement between the Osceola County School Board and the City of Kissimmee at Lancaster Ranch Park.
- 7.D Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sale Surtax
- 7.E Second Amendment to the Continuing Services Contract with RS&H, Inc. for Architectural and Engineering Services for the Building Division Expansion Project
- 7.F First Amendment to Ground Lease for land parcel located at the Airport's Business Airpark with Mach1 Aviation, LLC
- 7.G Quitclaim Deed by the City of Kissimmee to vacate any hold on the north 30 feet of Parcel 21-25-29-1420-0001-0600
- 7.H Sixth Amendment to FBO Ground Lease with Sheltair Kissimmee, LLC
- 7.I Approval of a Space Use Permit for Toho Water Authority
- 7.J Disposal of City Assets
- 7.K Authorization to submit application for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI)
- 7.L Authorization to submit application for the FY 2022 Grant from the United States Department of Justice, Office of Justice Programs

- 7.M Purchase of a dump truck for the Public Works Department's Streets and Stormwater Division from the Florida Sheriffs Association Contract, FSA20-VEH18.0
- 7.N Construction Services Agreement with Arnco Construction Inc. for the Kissimmee Lancaster Ranch Park Phase 1 Project

8. DISCUSSION ITEMS

- 8.A Downtown Residential Parking Program
- 8.B 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

Employee of the Month for July

Request

That the City Commission join the City Manager in recognizing Maritza Mercado, Parks & Recreation, as July's Employee of the Month.

Explanation

The City is pleased to announce Maritza Mercado is the Employee of the Month for July. Maritza began as a School Crossing Guard in 2016. She now works as a part-time Facility attendant for the Parks & Recreation Department.

Although Maritza is part-time, she maximizes her efforts with the City by always being productive, and oftentimes performing tasks that are not required of her. Maritza assists customers via the main Parks line, and with those who walk in. Recently, she even flexed her schedule to assist a potential contracted service vendor.

Maritza's primary task is being the mail courier for the Parks & Rec Department, and there couldn't be a more perfect person for the job. She is punctual and very pleasant as she interacts with staff across seven facilities. You'll often catch her assisting where she sees needs. And she frequently uses her bi-lingual skills, which results in greater customer satisfaction.

The City appreciates everything Maritza does, and the cheery attitude that she always presents. For this and more, we would like to recognize her.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A

Approval of City Commission Minutes from the June 21, 2022 meeting

Request

Request Commission approval of the June 21, 2022, Commission Minutes.

Explanation

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. Commission Minutes - June 21, 2022



**MEETING MINUTES
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 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, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: Deputy City Manager Desiree Matthews

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.B Economic Development Qualified Targeted Industry (QTI) Company Unveiling
Presentation to introduce a new medical QTI company, Kissimmee Professional Plaza LLC.

Economic Development Director Belinda Kirkegard introduced Dr. Seela Ramesh and an upcoming QTI project on Armstrong Boulevard. Director Kirkegard presented to the Commission the presentation attached to the agenda.

Dr. Ramesh reviewed the services that will be provided and stated they are the only full-service medical practice in this area. Their care and services will include insured and uninsured patients.

Commissioner Castano thanked Dr. Ramesh for the presentation.

- 3.A Swearing in for five new Police Officers
Swearing in and administering an oath to five new police officers.

Police Chief Jeffrey O'Dell administered the oath of office to Police Officers Edenid Munoz, Rosalyn Espiet, Andres Contramaestre, Darius Culpepper, Jaiquan Owens (attached to the agenda).

4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**

None.

5. **PUBLIC HEARINGS**

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

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

Motion to approve Passed 5 - 0.

- 7.A Approval of City Commission Minutes from the May 24, 2022 Workshop and June 7, 2022 Commission meeting
Request Commission approval of the May 24, 2022 and June 7, 2022 Commission Minutes.
- 7.B Economic Development Incentive Agreement with Kissimmee Professional Plaza, LLC
City Commission Approval of Economic Development Incentive Agreement with Kissimmee Professional Plaza, LLC
- 7.C Award of Continuing Services Contract for Geotechnical Engineering Services
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.
- 7.D Acceptance of donations from Kissimmee Police Explorers Post 802
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.
- 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
Acceptance of grant funding from the Florida Department of Transportation (FDOT) 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
Approval to purchase a dump truck from Florida Kenworth LLC. in the amount of \$167,391.00.
- 7.G Award of Design Services Contract to METRO Consulting Group, LLC for the West Hill Street Sidewalk Project.
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.
- 7.H Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and Airmethods Corporation
Request Commission approval of 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

Approval to award the Contract Bid IFB2022-002 for Citywide Asphalt Milling, Resurfacing, and Concrete Repair Services.

7.J Leaders Airport Investments, LLC. Lease Termination

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.

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

City Commission approval to transfer \$3,800 from Vehicle Maintenance to Sales Tax Project ST2206

8. DISCUSSION ITEMS

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

Staff requests Commission approval of the certification of candidates for the August 23, 2022 General Election for Commission Seat # 2 and Commission Seat # 4.

City Manager Steigerwald reviewed the candidates and the request for approval to accept all four (4) candidates as qualified.

Commissioner Alvarez made a motion to Approve qualified candidates. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

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

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.

City Manager Steigerwald reviewed the process for the names to be selected and the Lottery on Friday, June 17, 2022, at 3:00 p.m. and stated staff recommends approval.

Commissioner Castano made a motion to adopt Resolution #14-2022 supporting the Election Proclamation. Commissioner Alvarez seconded the motion.

Motion carried 5 – 0.

8.C Annual Advisory Board Appointments and Vacancies

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.

No action was taken but the Commission was reminded a 30-day extension was granted at the June 7th meeting.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reviewed the events being held on Monday, July 4, 2022, and stated Sister Hazel will be the main act.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a great night.

Commissioner Alvarez commented on the Juneteenth event and how much he enjoyed the music and hip-hop band.

Commissioner Fisher stated he represented the Mayor Gonzalez at the Juneteenth event.

Mayor Gonzalez stated she attended the Early Learning Coalition in Lakeside.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:13 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Award of Bid (RFP 2022-007) for Security Guard Services

Request

KPD requests that Commission award the Security Guard Services Agreement advertised in RFP 2022-007 to Eagle Globe Protective Services, authorize the Mayor sign and execute any related agreement between the City of Kissimmee and Eagle Globe Protective Services, Inc., and authorize the City Manager to sign and execute any option to renew the agreement.

Explanation

During the 2018 legislative session, the Florida Legislature enacted the Marjory Stoneman Douglas High School Public Safety Act. The Act requires each school district to partner with law enforcement agencies to establish or assign one or more Safe School Officers to each public school within the School District. The Act provides that a Safe School Officer may be a School Security Guard as defined by section 1006.12(4). In recognition of the strain on Kissimmee Police Department resources when one or more School Resource Officers (hereinafter "SROs") are absent on the same day, the Interlocal Agreement between Osceola County School Board and the City relating to SROs allows the City of Kissimmee to utilize a School Security Guard as a floater to cover missed workdays by primary SROs. The School District agreed to reimburse the City in the amount of \$60,480.00 towards the cost of a full-time School Security Guard floater and \$24,333.00 towards the cost of a part-time School Security Guard floater.

KPD requested the Purchasing Division to solicit proposals (RFP 2022-007) in order to identify a company that could fill this need. On May 22, 2022 the Purchasing Division advertised via Orlando Sentinel, Demand Star, and Vendor Link, a request for statement of qualifications bid (RFP 2022-007) for security guard services. Final submission of the statement of qualifications was due to the City by June 13, 2022. In response to this request, Purchasing received a statement of qualifications from three (3) qualifying companies.

After evaluating the responsive proposals, KPD seeks approval to enter a Security Guard Services Agreement with Eagle Globe Protective Services, Inc. (hereinafter "EGPS"). EGPS was the highest bidder, but was the only bidder with experience providing School Security Guards in Florida schools. Additionally, EGPS already provides School Security Guards to Osceola County schools and is the only bidder that currently maintains the insurance coverage sought by the RFP.

EGPS will provide one security officer that meets the requirements of 1006.12(4) with a marked security company vehicle to fill the full-time School Security Guard floater position for each day in which students within the Osceola County School District receive educational instruction at the rate of \$45 per hour. On those days that no SRO misses a workday, the full-time School Security Guard floater will report to Kissimmee Middle School to assist the SRO assigned to that school. On those days that an SRO misses a workday, the School Security floater will report to that SRO's assigned school.

Additionally, EGPS will make additional security officers that meet the requirements of 1006.12(4) and who are equipped with a marked security company vehicle available to serve as School Security Guard floaters on an as needed basis. The agreement will be from July 1, 2022 through June 30, 2023 with the option to extend the agreement for four (4) additional 12-month terms. KPD requests that Commission grant the City Manager the authority to sign and execute any option to extend the agreement.

City of Kissimmee

Recommendation

Staff recommends Commission award the Security Guard Services Agreement advertised in RFP 2022-007 to Eagle Globe Protective Services, authorize the Mayor sign and execute any related agreement between the City of Kissimmee and Eagle Globe Protective Services, Inc., and authorize the City Manager to sign and execute any option to renew the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Security Guard Services Agreement signed by EGPS
2. Authorization to Place Bid on Agenda RFP 22-7

SECURITY GUARD SERVICES AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND EAGLE GLOBE PROTECTIVE SERVICES, INC.

This Security Guard Services Agreement (hereinafter "Agreement") is made this _____ day of _____, 2022, by and between Eagle Globe Protective Services, Inc. (hereinafter "Contractor"), a Florida corporation with offices located at 14221 SW 120 Street, Suite 113, Miami, FL 33186, and the City of Kissimmee (hereinafter "City"), a municipal corporation with offices located at 101 Church Street, Kissimmee, FL 34741, collective hereinafter "Parties" represent as follows:

WHEREAS, the City desires to retain Contractor to provide professional armed security and protective services as a supplement to the City's School Resource Officer Program under the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has the capability and capacity to provide security services and it represents that it is professionally qualified, licensed, insured, willing, and able to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City agree as follows:

1. Services

City hereby retains Contractor as an independent security and protection service, hereinafter "Service", to perform the following duties:

- 1.1 Provide one (1) security officer to act as a substitute for school resource officers that are unable to report on those days that correspond with the days in which students within the Osceola County School District receive educational instruction. Such days are reflected on the Osceola County School District 2022/2023 School Calendar, which is attached hereto as Exhibit A. This shall not include teacher workdays and other holidays wherein school staff is on campus, but students are not on campus, Summer School or Summer Program.
- 1.2 Unless directed otherwise by the School Resource Officer Program Supervisor, the security officer will report for duty at 8:00 a.m. and remain on duty until 4:00 p.m. at Kissimmee Middle School, located at 2410 Dyer Boulevard, Kissimmee, FL 34741.

- 1.3 Prior to 4:00 p.m. on the prior business day, the School Resource Officer Program Supervisor may direct the security officer to report to a different school within the City's jurisdiction, a list of which is attached hereto as Exhibit B. If the security officer is so directed to report to an elementary school, New Beginnings Education Center, or Kissimmee Charter Academy, then the security guard shall report for duty at that school on the following business day at 7:45 a.m. and remain on duty until 3:45 p.m. If the security officer is so directed to report to a middle school, then the security guard shall report for duty at that middle school on the following business day at 8:45 a.m. and remain on duty until 4:45 p.m. If the security officer is so directed to report to a high school, then the security guard shall report for duty at that high school on the following business day at 6:45 a.m. and remain on duty until 2:45 p.m., except on those days that students in high school are released early in which case the security guard shall report at 6:45 a.m. and remain on duty until 1:45 p.m.
- 1.4 If the School Resource Officer Program Supervisor directs the security officer to report to a different school within the City's jurisdiction a list of which is attached hereto as Exhibit B, after 3:59 p.m. on the prior business day, the security officer shall report for duty at the school directed between the hours of 8:00 a.m. and 4:00 p.m.
- 1.5 Patrol assigned areas on foot to check for fires, vandalism, suspicious activities, suspicious persons, or safety and fire hazards.
- 1.6 Investigate and report hazards or unusual or suspicious circumstances to the proper law enforcement department or fire department for correction and proper actions.
- 1.7 Check corridors, alleys, and parking lot to minimize or eliminate any loitering or vandalism of the property in the area(s).
- 1.8 Aid in the prevention or abatement of any active assailant situation that might arise on school premises in accordance with Florida State Statute 1006.12.
- 1.9 Any security officer assigned to the City under this Agreement shall be armed and meet all requirements for a school security guard described in sections 30.15(k) and 1006.12(4), Florida Statutes.
- 1.10 Document all incidents by way of a written report in acceptable form and submit such report(s) within twenty-four (24) hours of the incident in question to City or its designated agent.
- 1.11 Provide traffic control on school grounds as needed.

- 1.12 Coordinate Emergency Medical Services, crowd, and traffic control in the event of an emergency on campus;
- 1.13 Abide by the school policies and shall consult with and coordinate activities through the School Principal or his/her designee.
- 1.14 At the reasonable request of City, Contractor shall substitute any security guard assigned to City.
- 1.15 The security officer will not disclose confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. The security shall return to the school all original and any copies of confidential student information and shall not retain any confidential student information. If Contractor or its agents receive any student information that is otherwise confidential, Contractor shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any and all other laws or regulations, regarding confidentiality of student information and records. Further, notwithstanding any other provision in this Agreement to the contrary, to the extent permitted by law, Contractor, for itself, and its officers, employees, agents, representatives contractors and subcontractors shall fully indemnify and hold the school and its officers and employees harmless for any violation of this provision, including, but not limited to defending the school and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the school, or payment of any and all costs, damages, judgements, or losses incurred by or imposed upon the school arising out of the breach of this provision by Contractor, or its officers, employees, agents, representatives, and subcontractors to the extent that Contractor shall either intentionally or negligently violate this provision or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination or completion of all obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding which may be brought on account of this provision, is barred by any applicable statute of limitation.

2. Terms of Agreement:

The term of this Agreement shall be July 1, 2022 through June 30, 2023. This Agreement may be renewed for an additional twelve (12) months, up to (2) two times for a total of twenty-four (24) months if agreed to in writing and signed by both Parties. Either party may terminate this Agreement with or without cause, in writing, with thirty (30) days notice to the other party. However, City may not terminate this Agreement to circumvent the terms and obligations stated in Section 4 herein.

3. Services & Rates:

The referenced rate includes security officer payroll taxes, as well as any and all additional employee costs and expenses.

3.1 Service shall be provided at the rate of \$45.00 per hour per security officer with marked security company vehicle.

3.2 Any hours requested by City exceeding 40 hours per week, per security officer, will result in additional hours billed at 1.5 times the normal rate, equaling \$67.50 per additional hour.

3.3 City may request services during school breaks and extracurricular events such as school sporting events, after-school activities, commencement ceremonies, etc. Contractor will make all efforts to fulfill such special requests.

3.4 Contractor agrees **not to increase** the Service Rates for a period of twelve (12) months after the effective date of July 1, 2022, after which time Service Rates may increase if both parties agree by written notification.

3.5 All security officers Contractor assigns to City shall be in proper uniform at all times.

3.6 City may request additional security officers in addition to the one (1) security officer already assigned under the terms of this Agreement at the same Service Rates described in Sections 3.1 and 3.2 above.

4. Invoicing and Payments:

4.1 Contractor will issue invoices prior to the beginning of each nine (9) week grading period to City or its designated agent, regarding all Services described in Sections 1 and 3 herein.

- 4.2 Invoices are deemed received as set forth in 218.73, Florida Statutes, and due forty-five (45) days after receipt pursuant to 218.74, Florida Statutes. City will make payments by check, ACH, or money order.
- 4.3 Invoices not paid within forty-five (45) days bear interest at the rate specified in 218.74(4), Florida Statutes. Additionally, if an invoice is not paid within forty-five (45) days of receipt, then Contractor may immediately suspend services without notice until account is paid for in full and made current.

5. State-Mandated Training

- 5.1 Contractor is responsible for obtaining training for any security officer performing Services under this Agreement and maintaining records related to training, inspection, and firearm qualifications for such security officers as mandated by the State of Florida. Contractor will ensure any security guards providing Services under this Agreement be current with any training regulations required by the State of Florida or the Osceola County Sheriff's Office.
- 5.2 Contractor ensures that security officers assigned to City are qualified and trained in accordance with and as mandated by The Coach Aaron Feis Guardian Program established through the Marjory Stoneman Douglas Public Safety Act. Contractor will guarantee that assigned security officers will submit to yearly re-qualifications required, and/or any additional training required to maintain an active Safe School Guardian certificate. Copies of guardian certificates will be provided for each security officer assigned. Upon request from the City, Contractor shall provide within twenty-four (24) hours, all records related to training, inspection, and firearm qualifications for any security officer performing Services under this Agreement.
- 5.3 During the contract term, if the security officer becomes ineligible to serve as in accordance with Florida State Statute 1006.12, Contractor will inform City immediately and will make the best effort to replace the security officer promptly.
- 5.4 Prior to August 1 of any year that this Agreement is in effect, Contractor shall provide to City a copy of the psychological evaluation results of any security officers performing Services under this Agreement. If a security officer is assigned by Contractor to provide Services under this Agreement after the provision of such results, then Contractor shall provide to City a copy of that security officer's psychological evaluation results prior to the security officer performing any Services under this Agreement.

6. Independent Contractor:

- 6.1 Contractor undertakes performance of Services as an independent contractor and Contractor, its agents, or employees shall not be construed as an employee of City. Contractor shall retain full responsibility for compensation, employment benefits, and liability of any of its agents or employees performing Services under this Agreement. This Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- 6.2 Contractor will not have the right or authority to create any obligation or responsibility on City's behalf, nor to obligate or bind City in any respect. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill its obligations under this Agreement.

7. Insurance Coverage and Licenses:

- Contractor shall, at its own expense, keep in force at all times for the duration of this Agreement, a General Aggregate, Product and Completed Operations Aggregate Insurance Policy in a combined single limit of \$5,000,000.00, inclusive of a One Million Dollars (\$1,000,000.00) per occurrence and Three Million (\$3,000,000.00) in the aggregate, and excess umbrella liability coverage; and Employers' Liability of not less than \$100,000 per occurrence. Contractor will submit proof of insurance to City every twelve (12) months. Any cancelation or lapse of Liability Insurance shall be notified to City accordingly. All such policies shall also name City as an additional insured, in addition to Worker's compensation benefits.
- 7.1 Contractor agrees that at all relevant and material times under this Agreement that all security officers assigned to the City shall be duly licensed by the State of Florida and all such security officers will have gone through an appropriate background screening in accordance with the School District of Osceola County, Florida. Contractor agrees that all State and Local government licenses for armed security services under Florida State Statute 493, shall remain in full force and proof shall be provided to City before the term of the agreement commences.

8. Dispute resolution:

- 8.1 Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration in Osceola County, Florida, under the Commercial Arbitration Rules of

the American Arbitration Association by one arbitrator appointed in accordance with said rules.

- 8.2 The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.
- 8.3 Unless otherwise agreed in writing, Contractor shall perform under the terms of the Contract during any arbitration proceedings, and City shall continue to make payments to Contractor in accordance with the Contract documents.
- 8.4 This Article shall survive completion or termination of this Contract.

9. Modification of Agreement:

Any modification or amendment to the present agreement shall be made in writing and signed by both parties.

10. Indemnification

To the fullest extent permissible by law, Contractor agrees to and shall indemnify, defend and hold harmless City, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for loss or damage solely and directly caused by an intentional or grossly negligent act of City or its employees.

11. Miscellaneous

11.1 SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

11.2 PUBLIC RECORDS. Contractor 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, Contractor shall keep and maintain public records required by the City to perform the service.

If 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.

A. If the City's Custodian of Records requests records from Contractor, Contractor 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 the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

B. Contractor 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 Contractor does not transfer the records to the City.

C. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor 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 the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Agreement.

D. Upon notice to Contractor of a request to inspect or copy public records relating to a City's Agreement for services, Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

E. If Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.

F. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

11.3 E-VERIFY. In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify> .

Every contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

11.4 SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

11.5 NOTICE. Whenever any party desires or is required by law to give notice unto another party, notice shall be sent by certified mail or hand delivered to:

Notice to City: Chief of Police 8 N. Stewart Avenue Kissimmee, Florida 34741	Notice to Contractor: Director 14221 SW 120 Street Suite 113 Miami, FL 33186
---	--

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date

of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

11.6 NON-ASSIGNMENT. This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the Contractor and the City is obtained.

11.7 NON-APPROPRIATION. All funds for payment by City under this Contract are subject to the availability of an annual appropriation for this purpose by the Kissimmee City Commission. In the event of non-appropriation of funds by the Kissimmee City Commission for the goods and/or services provided under this Contract, City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and City shall not be obligated under this Contract beyond the date of termination.

11.8 EQUAL OPPORTUNITY PROVISION. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

11.9 COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the Parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in

effect and hereafter adopted. Any material violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

11.10 EXHIBITS. Any exhibits, attached hereto, are hereby fully incorporated herein by as if fully set forth in the body of this Agreement.

11.11 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CITY OF KISSIMMEE, a municipal corporation

By: _____
Olga Gonzalez, Mayor

Attest: _____
Linda Hansell, City Clerk

Approved as to form and legality.

By: _____
City Attorney, Olga Sanchez de Fuentes

Eagle Globe Protective Services, Inc.

By:  _____

Name: ORLANDO MUÑOZ

Title: DIRECTOR

EXHIBIT "A"
OSCEOLA SCHOOL DISTRICT
2022/2023 SCHOOL CALENDAR



The School District of Osceola County, Florida
Dr. Debra P. Pace – Superintendent
 817 Bill Beck Boulevard • Kissimmee, Florida 34744-4492
 Phone: 407-870-4600 • FAX: 407-870-4010

2022/2023 SCHOOL CALENDAR
CALENDAR TO FOLLOW FOR ALL SCHOOLS IN THE DISTRICT

<u>MONTH</u>	<u>DATE</u>	<u>DAY</u>		<u>PUPIL DAYS</u>	<u>TEACHER DAYS</u>	<u>PAID HOLIDAYS</u>
AUGUST	3-9 10	WED-TUES WED	TEACHERS REPORT, PREPLANNING (5 DAYS) FIRST DAY OF SCHOOL FOR STUDENTS/FIRST DAY OF 1 ST GRADING PERIOD	16	21	
SEPTEMBER	5 23	MON FRI	LABOR DAY – TEACHER/STUDENT HOLIDAY PROFESSIONAL DEVELOPMENT/PROFESSIONAL STUDY DAY/ STUDENT HOLIDAY	20	21	1
OCTOBER	13 14 17	THUR FRI MON	END OF 1 ST GRADING PERIOD TEACHER WORK DAY/STUDENT HOLIDAY FIRST DAY OF 2 ND GRADING PERIOD	20	21	
NOVEMBER	11 21-23 24 25	FRI MON-WED THUR FRI	VETERANS DAY – TEACHER/STUDENT HOLIDAY TEACHER NON-WORK DAYS/STUDENT HOLIDAYS THANKSGIVING – TEACHER/STUDENT HOLIDAY TEACHER NON-WORK DAY/STUDENT HOLIDAY	16	16	1 1
DECEMBER	16 19-30	FRI MON- FRI	LAST DAY OF CLASSES/END OF 2 ND GRADING PERIOD WINTER BREAK – TEACHER/STUDENT HOLIDAY	12	12	
JANUARY	2 3 4 16	MON TUES WED MON	LAST DAY OF WINTER BREAK TEACHER WORK DAY/STUDENT HOLIDAY CLASSES RESUME/FIRST DAY OF 3 RD GRADING PERIOD MARTIN L. KING, JR. DAY – TEACHER/STUDENT HOLIDAY	19	20	2 1
FEBRUARY	17	FRI	RODEO DAY – TEACHER NON-WORK DAY/STUDENT HOLIDAY	19	19	
MARCH	9 10 13-17 20	THURS FRI MON-FRI MON	END OF 3 RD GRADING PERIOD TEACHER WORK DAY/STUDENT HOLIDAY SPRING BREAK – TEACHER/STUDENT HOLIDAY CLASSES RESUME/FIRST DAY OF 4 TH GRADING PERIOD	17	18	
APRIL				20	20	
MAY	29 30 31	MON TUES WED	MEMORIAL DAY END OF 4 TH GRADING PERIOD – LAST STUDENT DAY TEACHER WORK DAY/LAST TEACHER DAY	21	22	
				180	190	6

Progress Reports & Report Card Dates

9/12/22	1 st 9 Weeks Progress Reports
10/24/22	1 st 9 Weeks Report Cards
11/10/22	2 nd 9 Weeks Progress Reports
1/17/23	2 nd 9 Weeks Report Cards
2/7/23	3 rd 9 Weeks Progress Reports
4/3/23	3 rd 9 Weeks Report Cards
4/25/23	4 th 9 Weeks Progress Reports
5/30/23	4 th 9 Weeks Report Cards (Elementary)
7/13/23	4 th 9 Weeks Report Cards (Secondary)

Board Approved 12/15/20
Board Approved 10/5/21

NOTE: Emergency make-up days may be required and will be assigned based on the circumstances at time of occurrence. 11 and 12 month employees will be required to report as directed by their supervisor.

EXHIBIT "B"

**SCHOOL RESOURCE OFFICER COVERAGE
FOR OSCEOLA COUNTY CHOOOL DISTRICTV**

Osceola High School, 420 South Thacker Avenue, Kissimmee, FL 34741
Kissimmee Middle School, 2410 Dyer Boulevard, Kissimmee, FL 34741
Denn John Middle School, 2001 Denn John Lane, Kissimmee, FL 34744
Central Avenue Elementary School, 500 West Columbia Avenue, Kissimmee, FL 34741
Thacker Avenue Elementary School, 301 North Thacker Avenue, Kissimmee, FL 34741
Highlands Elementary School, 800 West Donegan Avenue, Kissimmee, FL 34741
Flora Ridge Elementary School, 2900 Dyer Boulevard, Kissimmee, FL 34741
Kissimmee Elementary School, 3700 West Donegan Avenue, Kissimmee, FL 34741
Cypress Elementary School, 2251 Lakeside Drive, Kissimmee, FL 34743
Mill Creek Elementary School, 1700 Mill Slough Road, Kissimmee, FL 34744
New Beginnings Education Center K-12, 2599 West Vine Street, Kissimmee, FL 34741
Kissimmee Charter Academy K-8, 2850 Bill Beck Boulevard, Kissimmee, FL 34744

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: RFP2022-007
DATE: June 14, 2022
TO: Brandon Layne, Police Department
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: Security Guard Services

COMMENTS: Subject bid was opened on June 13, 2022 with copy of abstract along with copies of submittals were emailed for your review. Purchasing advertised this May 22, 2022 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 12 vendors and 12 vendors downloaded the bid package and Vendor Link had 11 vendors download the package after 30 vendors notified. Local Vendor preference does not apply as no contractors were from Osceola County. After evaluations are completed and you have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

☐ Purchase from low bidder.
☒ Other - Explain (attach additional sheets if necessary).

Eagle Globe Protective Services is the only bidder with experience providing the services sought by the RFP in Florida schools. Additionally, EGPS already provides School Security Guards to Osceola County schools and is the only bidder that currently maintains the insurance coverage sought by the RFP.

REVIEWED BY: _____ **DATE:** _____
APPROVED BY: _____ **DATE:** _____
DATE RETURNED TO PURCHASING: _____

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New x Replacement

The intended use of function is: to provide coverage for school resource officers who are unable to report to work.

Funding: Attach approved copy of Budget Transfer (if necessary).

KPD is working to provide the information below. There will be a line item for this expense in next year's budget and the School Board will reimburse the City \$84,813 for this expense over the course of the next fiscal year. Under the sample contract, no money would be paid to the vendor until next fiscal year.

Account Number	Project Number	Amount

Total Amount Budgeted: _____

Cost: _____

Remaining: _____

Intended use for any funds remaining: _____

ITEM 7.C

Temporary Construction Easement between the Osceola County School Board and the City of Kissimmee at Lancaster Ranch Park.

Request

Approval of the Temporary Construction Easement between the Osceola County School Board and the City of Kissimmee for ingress and egress to Lancaster Ranch Park and construction of park entrance road.

Explanation

The Osceola County School Board and the City of Kissimmee have agreed to have a shared entrance at Pleasant Hill Elementary School off of Jack Calhoun Drive for ingress and egress into the elementary school and Lancaster Ranch Park.

This Temporary Construction Easement will be in place for 18 months to allow for temporary ingress and egress to the site for the purpose of continuing the West entrance into Lancaster Ranch Park. Both City and School Board legal departments have reviewed and approved this Temporary Construction Easement, with School Board staff executing on June 21st.

Recommendation

Staff recommends Commission approval of the Temporary Construction Easement between the Osceola County School Board and the City of Kissimmee for the ingress and egress to Lancaster Ranch Park for the purpose of constructing the park interest.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) Temporary Construction Easement Between Osceola County School Board and the City of Kissimmee at Lancaster Ranch Park.

THIS INSTRUMENT PREPARED BY:
Curtis McGehee, Assistant City Attorney
City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741

Property Appraisers Parcel ID Number:
Portion of 32-25-29-0000-0015-0000

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made this _____ day of _____, 2022, by the Osceola County School Board (hereinafter referred to as the "Grantor"), a body corporate existing under the laws of the State of Florida, and its agents and assigns, whose address is 817 Bill Beck Boulevard, Kissimmee, FL 34744, in favor of the City of Kissimmee, Florida, a Florida Municipal Corporation, and its agents and assigns, whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "Grantee.")

WITNESSETH:

That for and in consideration of \$10.00, and the mutual benefits, covenants, and conditions herein contained, the receipt and sufficiency all of which is hereby acknowledged, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its agents and assigns forever, this Temporary Construction Easement (hereinafter "Easement") for purposes of accessing Grantee's adjacent property in order to maintain such property and construct a public park (hereinafter "Work"). This Easement is granted to provide temporary ingress and egress by Grantee over and across the Easement Area and to perform all such necessary acts for the Work. This Easement shall expire 18 months after the Effective Date. Said Easement is legally described as lying and situated in the County of Osceola, State of Florida, to-wit: *See Exhibit "A"* attached hereto and by this reference incorporated herein. Title to the property described herein, as well as the legal description, has not been examined or approved by the City of Kissimmee or The City Attorney's Office.

By delivery of this Easement, Grantors covenants not to interfere with the conduct of the Work within the Easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement effective as of the date on which the last of Grantor or Grantee executes this Easement, as indicated below (the "Effective Date").

Signed, sealed and delivered
in the presence of:

Print Name: Sandra Roopwah

Print Name: Nancy J. Lewis

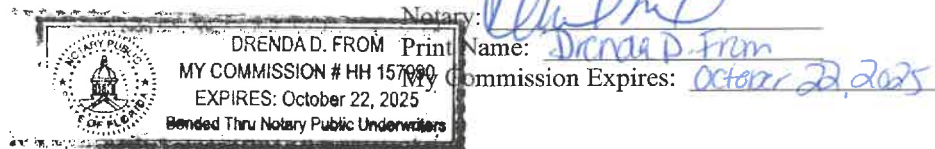
**The Osceola County School Board
(Grantor)**

By [Signature]
Print Name: Marc Clinch 6-21-22
Title: Chief Facilities Officer

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 21st day of June, 2022, by means of
☒ physical presence or ☐ online notarization, by Marc Clinch
as Chief Facilities Officer for the Osceola County School Board, a body corporate existing under the laws of the
State of Florida, who is personally known to me or has produced identification.

Notary Seal:



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

The City of Kissimmee (Grantee)
By its Board of Commissioners

Print Name: _____

By _____
Print Name: _____
Its Chairperson (or Vice-Chairperson)

Print Name: _____

Attest: _____
Clerk (or Deputy Clerk)

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 the City of Kissimmee, a body corporate existing under the laws of the State of
Florida, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

LEGAL DESCRIPTION

A parcel of land being a portion of Section 32, Township 25 South, Range 29 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of the West 1/8 of the Northeast 1/4 of Section 32, Township 25 South, Range 29 East, Osceola County, Florida; thence S00°17'27"W, along the East line of said West 1/8 of the Northeast 1/4, a distance of 1192.80 feet; thence departing said East line, run S89°28'03"W, a distance of 1159.93 feet to the Point of Beginning; continue S89°28'03"W, a distance of 450.00 feet to a point on the East Right of Way line of Pleasant Hill Road; thence N00°51'26"E, along said East Right of Way line, a distance of 30.00 feet; thence departing said East Right of Way line, run N89°28'03"E, a distance of 450.00 feet; thence S00°51'26"W, a distance of 30.00 feet to the Point of Beginning.

Containing 13,504 square feet or 0.310 acres, more or less.

SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 32, Township 25 South, Range 29 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of the West 1/8 of the Northeast 1/4 of Section 32, Township 25 South, Range 29 East, Osceola County, Florida; thence S00°17'27"W, along the East line of said West 1/8 of the Northeast 1/4, a distance of 1192.80 feet; thence departing said East line, run S89°28'03"W, a distance of 1159.93 feet to the Point of Beginning; continue S89°28'03"W, a distance of 450.00 feet to a point on the East Right of Way line of Pleasant Hill Road; thence N00°51'26"E, along said East Right of Way line, a distance of 30.00 feet; thence departing said East Right of Way line, run N89°28'03"E, a distance of 450.00 feet; thence S00°51'26"W, a distance of 30.00 feet to the Point of Beginning.

Containing 13,504 square feet or 0.310 acres, more or less.

SURVEYOR'S NOTES:

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).

UNLESS OTHERWISE NOTED, PLAT INFORMATION IS EQUAL TO FIELD MEASURED DATA.

REQUESTED BY: CITY OF KISSIMMEE

SHEET 1 OF 2

DATE OF SURVEY	4/13/2022	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	32	
TWP.	25 S., RNG. 29 E.	
JOB NO.	17-229	

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel (407) 847-2124 Fax (407) 847-6140


RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

4/13/2022



SCALE: 1" = 100'

SKETCH OF DESCRIPTION

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

POINT OF COMMENCEMENT

NORTHEAST CORNER OF THE WEST 1/8 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 29 EAST

UNPLATTED

PLEASANT HILL ROAD
(COUNTY ROAD 531)
(RIGHT OF WAY VARIES)

EAST RIGHT OF WAY

N00°51'26"E
30.00'

N89°28'03"W 450.00'

S89°28'03"W 450.00'

S00°51'26"W
30.00'

POINT OF BEGINNING

S89°28'03"W 1159.93'

S00°17'27"W 1192.80'

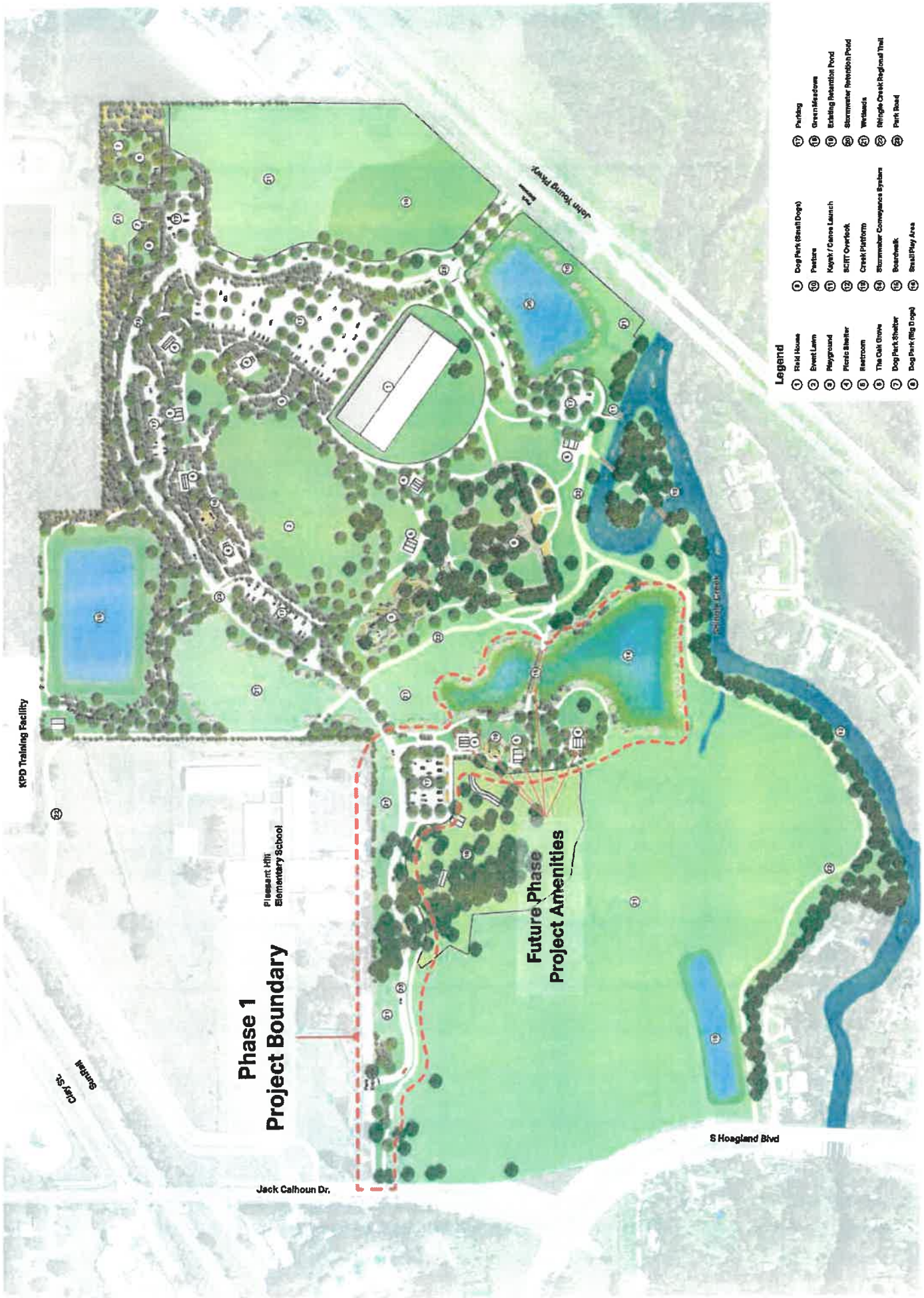
EAST LINE OF WEST 1/8 OF NORTHEAST 1/4 OF SEC 32, TWP 29 S, RND 29 E

UNPLATTED

JOHNSTON'S
SURVEYING INC.

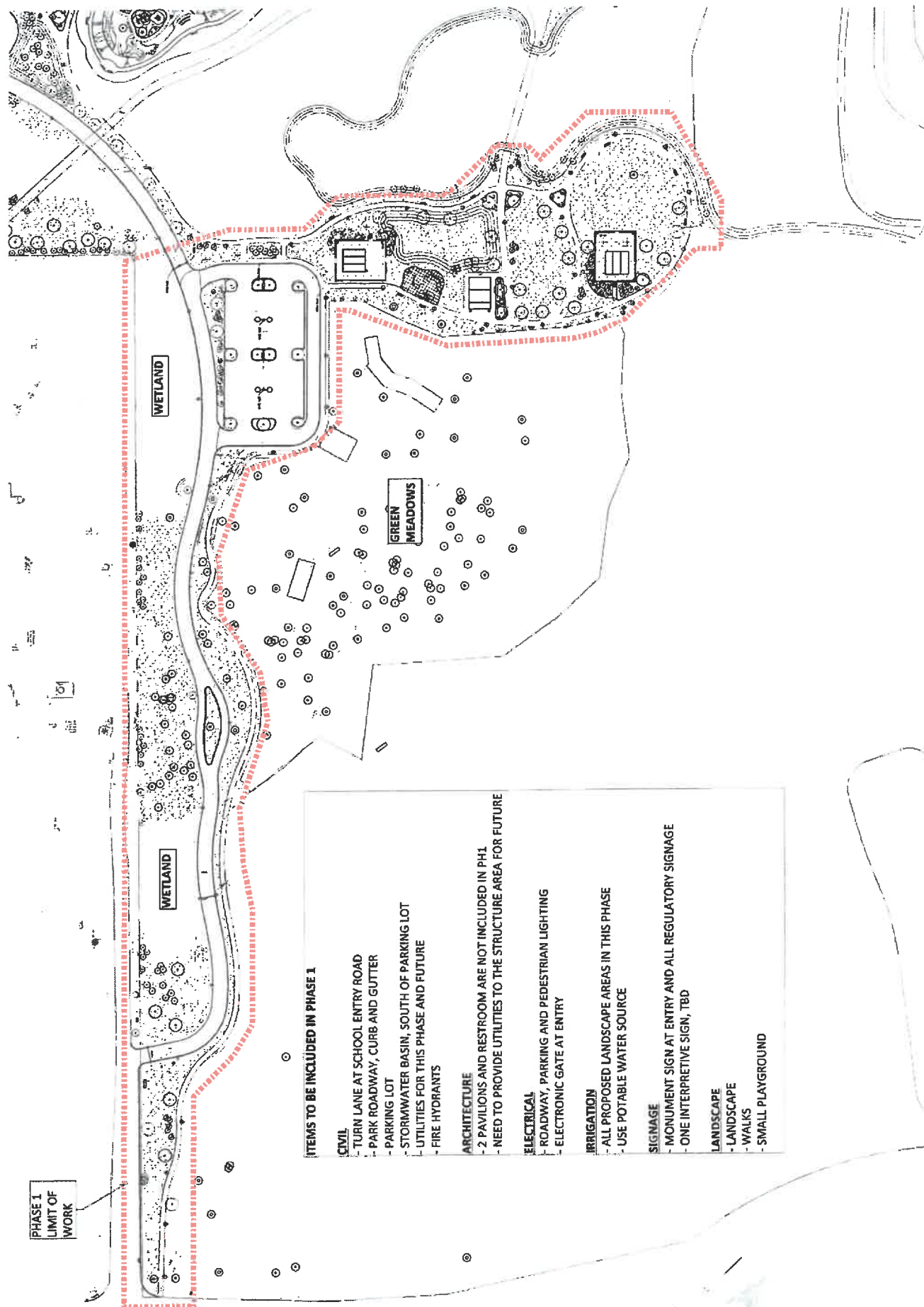
900 Grass Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2170 Fax (407) 847-6140

SHEET 2 OF 2



- Legend**
- | | |
|---------------------------------|--------------------------------|
| 1 Field House | 17 Parking |
| 2 Event Lawn | 18 Greenfield |
| 3 Playground | 19 Existing Retention Pond |
| 4 Picnic Shelter | 20 Stormwater Retention Pond |
| 5 Restroom | 21 Wetlands |
| 6 The Old Grove | 22 Single Creek Regional Trail |
| 7 Dog Park Shelter | 23 Park Road |
| 8 Dog Park (Big Dogs) | 24 Small Play Area |
| 9 Dog Park (Small Dogs) | |
| 10 Pasture | |
| 11 Kayak / Canoe Launch | |
| 12 SCAT Overlook | |
| 13 Creek Platform | |
| 14 Stormwater Conveyance System | |
| 15 Boardwalk | |

Lancaster Ranch Park Master Plan City of Kissimmee, Florida



ITEM 7.D

Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sale Surtax

Request

Approval and authorization for the Mayor to sign the Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax with Osceola County, the City of St. Cloud and the School Board of Osceola County to maintain the current distribution of the Infrastructure Sales Surtax.

Explanation

The infrastructure Sales Surtax can be expended by the county, municipalities and the school district to finance, plan, design, engineer, (and to acquire land), to improve, construct and reconstruct infrastructure as defined in and pursuant to the authority and restrictions as set forth in Chapter 212.055(2), Florida Statutes. In January of 1990, the entities found and determined that there existed a dire need to provide infrastructure facilities and improvements for public health, safety, and welfare. On June 5, 1990, the levy of the discretionary local government infrastructure sales surtax was approved by a majority of voters in the special election, with an extension approved on October 5, 1999, for an additional twenty-five year period, ending August 31, 2025.

During the time this funding source has been in place, it has provided essential capital funding to the City of Kissimmee, the City of St. Cloud, the School District, and Osceola County. Should the local government infrastructure sales surtax be extended by the electorate, this Second Amended and Restated Interlocal Agreement proposes to continue the current distribution of the discretionary surtax (25% for the School District and 75% for the County, City of Kissimmee, and the City of St. Cloud), while also reaffirming the continued partnership and oversight between all four parties during the term of the levy. Should the sales tax not be extended, this interlocal will terminate with the expiration of the sales tax.

Recommendation

Recommend Approval of Interlocal Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. Second Amended and Rest Ated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT
REGARDING THE DISCRETIONARY LOCAL
GOVERNMENT INFRASTRUCTURE SALES SURTAX**

This Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax ("Agreement") is made by and between Osceola County, Florida ("Osceola County"), a political subdivision of the State of Florida, the City of Kissimmee, Florida ("Kissimmee"), a Florida municipal corporation, the City of St. Cloud, Florida ("St. Cloud"), a Florida municipal corporation, and the School Board of Osceola County, Florida ("School Board"), a body corporate existing under the laws of the State of Florida and, the governing body of the School District of Osceola County, Florida.

WITNESSETH

WHEREAS, Section 212.055, Florida Statutes authorizes the Osceola County Board of County Commissioners to levy a discretionary local government infrastructure sales surtax ("Surtax") for purposes of funding infrastructure; and

WHEREAS, the Osceola County voters approved a referendum on the part of Osceola County, St. Cloud, Kissimmee and the School Board to finance, plan and construct various infrastructure facilities and improvements as authorized by Section 212.055(2), Florida Statutes; and

WHEREAS, Ordinance No. 90-1 adopted a one percent surtax pursuant to Section 212.055(2), Florida Statutes, which was due to expire on August 31, 2005; and

WHEREAS, Ordinance No. 99-18 adopted a twenty-year extension of the surtax effective September 1, 2005, which will expire on midnight (12:00 am) September 1, 2025; and

WHEREAS, Section 212.055(2)(c) authorizes an Interlocal Agreement between Osceola County, Kissimmee, St. Cloud and the School Board to distribute the proceeds of the Surtax; and

WHEREAS, the parties entered into an Amended and Restated Interlocal Agreement effective December 16, 2003, recorded in OR Book 2437, Page 2720; and

WHEREAS, the parties deem it is in the best interest of the citizens of Osceola County to further revise and restate the terms of the Interlocal Agreement to amend the distribution of the Surtax in the event the Surtax is extended by the adoption of an ordinance of the Board of County Commissioners and subsequent referendum; and

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties to this Agreement and the mutual benefits that enure to the parties and to the public, the parties agree as follows:

1. Recitals The recitals in the “WHEREAS” clauses are incorporated into and become a part of this Agreement.

2. Original Amended and Restated Interlocal Agreement. The original Amended and Restated Interlocal Agreement, recorded in OR Book 2437, Page 2720, is hereby cancelled, and this Second Amended and Restated Interlocal Agreement shall be deemed the only applicable Agreement between the parties regarding the distribution of the proceeds of the Surtax.

3. Municipalities. In the event new municipalities are created within the Osceola County geographical area, and unless otherwise provided by law, the parties hereby agree to evaluate the participation, if any, in the proceeds of the Surtax.

4. Reports and Inspection. Any party shall have the right to review the records of each other as to the collection, receipt, allocation and expenditure of the Surtax. All such inspections shall be made upon reasonable prior notice at a reasonable time and place.

5. Facilities Development Accountability Commission. The parties shall create a Facilities Development Accountability Commission, which will meet as necessary and as designated by the governing boards and officials of each respective party. The Facilities Development Accountability Commission shall consider: costs related to the acquisition of land, buildings, capital equipment and other infrastructure necessitated by growth; the processes utilized by School Board for site selection, school design and development, including value engineering; and the availability and adequacy of Surtax and other revenue sources required to accommodate capital needs as currently projected through the remaining term of the Surtax. The purpose of this Facilities Development Accountability Commission is to monitor Surtax proceeds and other capital revenue sources distributed to the School Board compared to the reasonably anticipated costs of capital needs and provide input as appropriate to the Government Oversight Committee in Paragraph 6 below. The Facilities Development Accountability Commission shall be a seven (7) member advisory board, with three (3) members being selected by Osceola County, two (2) members being selected by School Board, one (1) member being selected by Kissimmee, and one (1) member being selected by St. Cloud and shall meet as necessary. Appointments to the Facilities Development Accountability Commission should be persons who possess such skills and experience as would assist them in the evaluation of the development of capital facilities and other capital issues. The members of the Facilities Development Accountability Commission shall serve at the will and pleasure of the government which appointed them. The Facilities Development Accountability Commission shall issue an annual report to the parties to this Agreement of its findings, if any.

6. Government Oversight Committee. The parties shall also create a government oversight committee. The Government Oversight Committee shall meet as necessary and shall consist of the Mayors of each City, the Chair of the County Commission, and the Chairman of the School Board, their respective Deputy Mayor or Vice Chair. The Government Oversight Committee shall review recommendations from the Facilities Development Accountability Commission, if any, and shall review the School Board’s capital needs analysis, which shall include the projected sources and uses of capital funds through the remaining term of the Surtax.

The purpose of this committee shall be to ensure the Surtax proceeds and other capital revenue sources distributed to the School Board do not exceed the reasonably anticipated costs of capital needs.

7. Rebate of Actual Surplus. The parties agree that if it is determined the School Board's sources of capital funding revenue will exceed its projected capital needs for the remaining term of the Surtax, then the Surtax proceeds shall be redistributed so that the School Board's percentage share equals its unmet capital funding need, and a sum equal to the surplus Surtax proceeds shall be paid by the School Board to Osceola County, Kissimmee and St. Cloud in accordance with the Local Government Half-Cent Sales Tax formula. However, to the extent that the School Board's share of the Surtax is pledged as security for the payment of outstanding sales tax revenue bonds or other obligations, there shall be no release and redistribution of the School Board's share of the Surtax without the prior written consent of the School Board's bondholders, certificateholders, and/or bond insurers, as may be required by the terms of the documentation securing such bonds or other obligations. For the purposes of this calculation, the following procedure shall be followed:

- a. The School Board shall annually prepare its capital needs analysis from the current year through the remaining term of the Surtax.
 - b. The School Board's capital needs analysis will be submitted in the first year of this Agreement and every third year thereafter, to an independent certified public accounting firm in the State of Florida, selected by the government oversight committee, for verification and a determination of validity of the capital process used by the School Board and the costs set out in the capital needs analysis.
 - c. After such independent review, the School Board's capital needs analysis will be submitted to the Facilities Development Accountability Commission for review. In the event the School Board's capital needs analysis, as verified by the independent certified public accounting firm, establishes the School Board's sources of capital funding revenue will exceed its projected capital needs for the remaining term of the Surtax, then the Facilities Development Accountability Commission shall recommend to the government oversight committee that the Surtax proceeds be redistributed annually as described above. The annual sum paid shall be based on the actual Surtax proceeds which exceed the School Board's actual capital need.
 - d. In the event the government oversight committee agrees with the recommendation of the Facilities Development Accountability Commission, the government oversight committee shall determine the annual schedule for the actual Surtax proceeds which exceed the School Board's actual capital needs to be paid.
 - e. The government oversight committee will submit the schedule for payment of the actual excess Surtax proceeds to their respective government on an annual basis for their approval.
8. Surtax Proceeds Distribution.

- a. The proceeds of the Surtax shall be distributed during the period from the Effective Date of this Agreement through August 31, 2025 on a monthly basis in the following percentages:

To Osceola County, Kissimmee and St. Cloud: 75% (to be distributed in accordance with the Local Government Half-Cent Sales Tax Formula)

To the School Board: 25%

- b. The proceeds of the Surtax shall be distributed during the period from September 1, 2025 through December 31, 2045 on a monthly basis in the following percentages:

To Osceola County, Kissimmee and St. Cloud 75% (to be distributed in accordance with the Local Government Half-Cent Sales Tax Formula)

To the School Board 25%

9. Surtax Uses. The proceeds shall be used for the items enumerated in Osceola County Ordinance No. 2022-72.

10. Term. The term of this Agreement shall extend from its Effective Date through December 31, 2045.

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in Osceola County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No excuse or failure to exercise, by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

12. Entire Agreement. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded, or otherwise altered except by written agreement by all the parties.

13. Survivability. If any item or provision of this Agreement, or the application thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms of provision shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

14. Notices. All notices required under this Agreement shall be delivered by U.S. Mail or hand delivered to the following offices:

For Osceola County:	Office of County Manager 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741
Copy to:	Office of the County Attorney 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741
For City of Kissimmee:	Office of City Manager 101 N. Church Street Kissimmee, Florida 34741
Copy to:	Office of the City Attorney 101 N. Church Street Kissimmee, Florida 34741
For City of St. Cloud:	Office of City Manager 1300 9 th Street St. Cloud, Florida 34769
Copy to:	Dan Mantzaris, City Attorney P.O. Box 87 Orlando, Florida 32802-0087
For the School Board:	Office of the Superintendent 817 Bill Beck Boulevard Kissimmee, Florida 34744
Copy to:	Frank Kruppenbacher, School Board Attorney 1218 Guernsey Street Orlando, Florida 32804

15. Counterparts. This Agreement may be executed in four (4) original counterparts to expedite its implementation and effective date.

16. Effective Date. This Agreement shall become effective on the last date on which it is approved by a party hereto ("Effective Date").

17. Recording. Osceola County hereby agrees to record this Agreement in the official records of Osceola County.

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IN WITNESS WHEREOF, Osceola County, Kissimmee, St. Cloud and the School Board have caused this Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax to be duly executed through their authorized representation, on the respective date set forth below.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

(SEAL)

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: _____
Deputy Clerk of the Board

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

IN WITNESS WHEREOF, Osceola County, Kissimmee, St. Cloud and the School Board have caused this Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax to be duly executed through their authorized representation, on the respective date set forth below.

CITY OF ST. CLOUD

By: _____
Mayor Nathan Blackwell

Attested By: _____

Date Approved: _____

IN WITNESS WHEREOF, Osceola County, Kissimmee, St. Cloud and the School Board have caused this Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax to be duly executed through their authorized representation, on the respective date set forth below.

CITY OF KISSIMMEE

By: _____
Mayor Olga Gonzalez

Attest By: _____

Date Approved : _____

IN WITNESS WHEREOF, Osceola County, Kissimmee, St. Cloud and the School Board have caused this Second Amended and Restated Interlocal Agreement Regarding the Discretionary Local Government Infrastructure Sales Surtax to be duly executed through their authorized representation, on the respective date set forth below.

OSCEOLA COUNTY SCHOOL BOARD

By: _____
Terry Castillo, Chairman

Attest By: _____
Debra Pace, Superintendent

Date Approved: _____

ITEM 7.E

Second Amendment to the Continuing Services Contract with RS&H, Inc. for Architectural and Engineering Services for the Building Division Expansion Project

Request

Approve the second amendment to the continuing services contract with RS&H, Inc. for architectural and engineering services for the building division expansion project in the amount of \$39,745.67 for additional design services.

Explanation

On December 15, 2020, the City Commission approved the agreement with RS&H, Inc. for design services for the Building Division expansion, which includes a 12,000 square feet City Hall expansion. The project is currently undergoing site and building permit review. It is anticipated to go out to bid in the next 30 days.

There are several additional services required for additional permit coordination efforts and post design services, including plan updates for bid sets, bid review and analysis and a pre-bid meeting. The amount of the amendment for these additional services is \$39,745.67. This will bring the total amount of architectural and engineering services for the City Hall expansion to \$534,689.77, approximately 10 percent of the cost of construction.

The expansion will host a new customer service lobby, office space for permitting personnel, conference rooms, restrooms and an emergency operations center area. The expansion will allow for the Development Services Department to be located in a central location rather than being spread over three floors of City Hall. The project will also provide much needed technological upgrades, free up office space in City Hall for the growth of other departments and will provide a room for coordinated emergency operations currently unavailable to the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140106 506292	DS2109	Decrease	\$1,957,888	\$39,746

Financial Summary:

This project has no impact on the General Fund.

Recommendation

Approve the second amendment to the continuing services contract with RS&H, Inc. for architectural and engineering services for the building division expansion project in the amount of \$39,745.67 for additional design services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. City Hall expansion agreement with RS&H AMENDED (For Signature)
2. City Hall expansion agreement with RS&H Original



301 E. Pine Street, Suite 350
Orlando, FL 32801

☎ 407-893-5800
F 407-264-6624
rsandh.com

June 21, 2022

Craig Holland, AICP
Director – Development Services
City of Kissimmee
101 Church Street, Suite 200A
Kissimmee, Florida 34741

RE: RFQ2018-009 Architectural and Engineering Services City Hall Building Addition – Supplemental Agreement (SA) – 3 Additional Design Services for Permitting and Post Design Efforts

Dear Mr. Holland,

RS&H, Inc. (RS&H) is pleased to submit this Supplemental Agreement (SA) - 3 Additional Design Services for Permitting and Post Design Efforts for the RFQ2018-009 Architectural and Engineering Services City Hall Building Addition project. The attached exhibits indicate our understanding of the scope of services, our fee, and schedule for performance (see Exhibit I for Scope of Service, Exhibit II for Fee, and Exhibit III for Schedule).

The total Not-To-Exceed fee for this Scope of Services is \$39,745.67, as shown on Exhibit II - Fee. Invoices will be submitted for work performed during each calendar month. Invoicing shall be accompanied by a description of the work effort completed and staff-hours charged during the billing period.

We thank you for the opportunity to submit this Supplemental Agreement (SA) - 3 Additional Design Services for Permitting and Post Design Efforts for the RFQ2018-009 Architectural and Engineering Services City Hall Building Addition project. RS&H is delighted to aid the City of Kissimmee's efforts to provide a cost-effective engineering solution for this project.

Sincerely,

RS&H, Inc.

Edward J. Gonzalez, PE
Vice President

Mayo/Commissioner Olga Gonzalaz Date

EXHIBIT I SCOPE OF SERVICE

SECTION 1. PROJECT BACKGROUND

RS&H, Inc. (the Consultant) was contracted with the City of Kissimmee to provide architectural and engineering services for an approximately 10,000 square foot addition to the City Hall. During the course of the work, the project grew in scope to approximately 12,500 square feet to accommodate all the offices and services the City desired to house in this new addition. This supplemental agreement includes additional permit coordination efforts and post design services including plans updates for bid set, bid review and analysis and a pre-bid meeting.

SECTION 2. SCOPE OF SERVICES

The following additional services outlined below are required for additional permit coordination efforts and post design services including plans updates for bid set, bid review and analysis and a pre-bid meeting. The anticipated level of effort to perform these tasks is presented in Exhibit II, Professional Fee Worksheet.

Task 1 - Project Management

- 1.1 The Consultant shall coordinate efforts with City of Kissimmee for these additional design services.
- 1.2 The Consultant shall attend meetings as necessary to up-date the project team, resolve outstanding issues and present pertinent information to the City, and Project Manager.
- 1.3 The Consultant shall write and distribute minutes of all meetings noted above.

Task 2 – Additional Design Services for Permit Coordination and Post Design Services

- 2.1 The Consultant will perform additional coordination for both the site permit and building permit.
- 2.2 The Consultant will update the plans as needed for bid set responding to questions from contractors.
- 2.3 The Consultant will provide additional Post Design Services including bid review and cost analysis.
- 2.4 The Consultant will attend a pre-bid meeting with the contractors and review aspects of the project.

SECTION 3. SERVICES NOT INCLUDED

Renderings, animations, and 3 Dimensional CAD Models are not included with this scope of work.

SECTION 4. DELIVERABLES

The Consultant shall provide the City with one digital copy in pdf format of design documents.

SECTION 5. INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY will provide the following information and services at the time of notice to proceed:

- Access to the City's facilities and properties associated with the project
- Assist in coordinating with regulatory agencies and/or other utility owners
- Review and provide comments in writing for submittals within two (2) weeks

EXHIBIT II FEE

SEE ATTACHED FEE BREAKDOWN SHEET

Supplemental Agreement for Additional Services

Name of Project: City of Kissimmee - City Hall Building Addition

Consultant Name: RS&H, Inc.
Consultant No.: 2007-4088-001
Date: 6/21/2022
Estimator: John Rice, PE, CEM

Staff Classification	Total Staff Hours From "SH Summary"	Project Manager	Senior Engineer	Engineer	Engineering Technician	Architect	Senior Landscape Architect	Landscape Architect	Planner/Permitter	Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$326.70	\$262.35	\$156.45	\$108.68	\$178.35	\$256.84	\$144.38	\$182.24	\$94.22	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	144	32	28	16	0	64	0	0	0	4	0	0	0	144	\$32,095	\$222.88
31. Architecture Development	27	1	2	12	6	6	0	0	0	0	0	0	0	27	\$4,451	\$164.85
Total Staff Hours	171	33	30	28	6	70	0	0	0	4	0	0	0	171		
Total Staff Cost		\$10,781.10	\$7,870.50	\$4,380.60	\$652.09	\$12,484.50	\$0.00	\$0.00	\$0.00	\$376.88	\$0.00	\$0.00	\$0.00		\$36,545.67	\$213.72

Check = \$36,545.67

Expenses	\$3,200.00
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TOTAL ESTIMATED FEE:					\$39,745.67
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Project Activity 3: General Tasks

Estimator:

City of Kissimmee - City Hall Building Addition

999999-1-52-01

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

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	16	16	Additional effort for coordinating multiple permit reviews
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	8	8	See listing below
3.7	Plans Update	LS	1	40	40	update plans for permit requirements = 8 hrs and plan updates for bid set = 32 hrs

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	80	80	Additional post design services efforts including bid review and cost analysis & pre-bid meeting
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					144	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	1	8	8	parking analysis for permit plans
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Phase Reviews	EA	0	0	0	
	Field Reviews	EA	0	0	0	Field reviews are listed within each discipline's tab breakdown
	Total Project Manager Meetings		1		8	Total PM Meeting Hours carries to Task 3.6 above

Notes:

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

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Architectural Plans								
31.1	Architectural Program Review/Verification		Text Pages	0	0	0	0	
31.2	Key Sheet and Index of Sheets		Sheet	0	0	0	0	
31.3	General Notes, Abbreviations, Symbols, and Legend		Sheet	0	0	0	0	
31.4	Life Safety Plans		Sheet	0	0	0	0	
31.5	Site Plans		Sheet	0	0	0	0	
31.6	Floor Plans (Small Scale)		Sheet	0	0	0	0	
31.7	Floor Plans (Large Scale)		Sheet	0	0	0	0	
31.8	Exterior Elevations		Sheet	0	0	0	0	
31.9	Roof Plans		Sheet	0	0	0	0	
31.10	Roof Details		Sheet	0	0	0	0	
31.11	Interior Elevations		Sheet	0	0	0	0	
31.12	Rest Room Plans (Enlarged)		Sheet	0	0	0	0	
31.13	Rest Room Elevations		Sheet	0	0	0	0	
31.14	Building Sections		Sheet	0	0	0	0	
31.15	Stair Section, Enlarged Stair Plan and Details		Sheet	0	0	0	0	
31.16	Reflective Ceiling Plans		Sheet	0	0	0	0	
31.17	Room Finish Schedule or Finish Plan		Sheet	0	0	0	0	
31.18	Door and Window Schedule		Sheet	0	0	0	0	
31.19	Door Jamb Details and Window Details		Sheet	0	0	0	0	
31.20	Exterior Wall Sections		Sheet	0	0	0	0	
31.21	Interior Wall Sections		Sheet	0	0	0	0	
31.22	Overhead Door Details		Sheet	0	0	0	0	
31.23	Curtain Wall Details		Sheet	0	0	0	0	
31.24	Fascia, Soffit and Parapet Details		Sheet	0	0	0	0	
31.25	Signage Details		Sheet	0	0	0	0	
31.26	Miscellaneous Details		Sheet	0	0	0	0	
31.27	Repetitive Sheets		Sheet	0	0	0	0	
31.28	Design Narrative Reports		LS	0	0		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.29	Permitting		LS	1	24		24	additional effort for permit reviews
31.30	Other Pertinent Project Documentation		LS	0	0		0	
31.31	Cost Estimate		LS	0	0		0	
31.32	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Architectural Plans Technical Subtotal						0	24	
31.33	Field Reviews		LS	0	0		0	0
31.34	Technical Meetings							See listing below
31.34.1	FDOT		EA	0	0		0	
31.34.2	Local Governments (cities)		EA	0	0		0	
31.34.3	Local Governments (counties)		EA	0	0		0	
31.34.4	Other Meetings		EA	0	0		0	
31.34.5	Progress Meetings		EA	0	0		0	
31.34.6	Phase Review Meetings		EA	0	0		0	
31.34.7	Subtotal Technical Meetings						0	
31.35	Quality Assurance/Quality Control		LS	%	5%		1	
31.36	Independent Peer Review		LS	%	0%		0	
31.37	Supervision		LS	%	5%		1	
Architectural Plans Total						0	26	
Structural Plans								
31.38	General Notes, Abbreviations, Symbols, and Legend		Sheet	0	0	0	0	
31.39	Foundation Plans (Small Scale)		Sheet	0	0	0	0	
31.40	Foundation Plans (Large Scale)		Sheet	0	0	0	0	
31.41	Slab Plans (Small Scale)		Sheet	0	0	0	0	
31.42	Slab Plans (Large Scale)		Sheet	0	0	0	0	
31.43	Slab Placement Plans		Sheet	0	0	0	0	
31.44	Slab Placement Details		Sheet	0	0	0	0	
31.45	Foundation Sections		Sheet	0	0	0	0	
31.46	Foundation Details		Sheet	0	0	0	0	
31.47	Slab Sections		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.48	Slab Details		Sheet	0	0	0	0	
31.49	Roof Framing Plans (Small Scale)		Sheet	0	0	0	0	
31.50	Roof Framing Plans (Large Scale)		Sheet	0	0	0	0	
31.51	Roof Loading Plans and Details		Sheet	0	0	0	0	
31.52	Roof Sections		Sheet	0	0	0	0	
31.53	Roof Details		Sheet	0	0	0	0	
31.54	Bearing Wall Sections		Sheet	0	0	0	0	
31.55	Bearing Wall Details		Sheet	0	0	0	0	
31.56	Column Sections		Sheet	0	0	0	0	
31.57	Column Details		Sheet	0	0	0	0	
31.58	Miscellaneous Sections		Sheet	0		0	0	
31.59	Repetitive Sheets		Sheet	0	0	0	0	
31.60	Other Pertinent Project Documentation		LS	0	0		0	
31.61	Cost Estimate		LS	0	0		0	
31.62	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Structural Plans Technical Subtotal						0	0	
31.63	Field Reviews		LS	0	0		0	0
31.64	Technical Meetings							See listing below
31.64.1	FDOT		EA	0	0		0	
31.64.2	Local Governments (cities)		EA	0	0		0	
31.64.3	Local Governments (counties)		EA	0	0		0	
31.64.4	Other Meetings		EA	0	0		0	
31.64.5	Progress Meetings		EA	0	0		0	
31.64.6	Phase Review Meetings		EA	0	0		0	
31.64.7	Subtotal Technical Meetings						0	
31.65	Quality Assurance/Quality Control		LS	%	5%		0	
31.66	Independent Peer Review		LS	%	0%		0	
31.67	Supervision		LS	%	5%		0	
Structural Plans Total						0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Mechanical Plans								
31.68	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.69	Plans (Small Scale)		Sheet	0	0	0	0	
31.70	Plans (Large Scale)		Sheet	0	0	0	0	
31.71	Details		Sheet	0	0	0	0	
31.72	Sections		Sheet	0	0	0	0	
31.73	Piping Schematics		Sheet	0	0	0	0	
31.74	Control Plans		Sheet	0	0	0	0	
31.75	Schedules		Sheet	0	0	0	0	
31.76	HVAC Calculations		Sheet	0	0	0	0	
31.77	Life Cycle Cost Analysis		Sheet	0	0	0	0	
31.78	Repetitive Sheets		LS	0	0		0	
31.79	Other Pertinent Project Documentation		LS	0	0		0	
31.80	Cost Estimate		LS	0	0		0	
31.81	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Mechanical Plans Technical Subtotal						0	0	
31.82	Field Reviews		LS	0	0		0	0
31.83	Technical Meetings							See listing below
31.83.1	FDOT		EA	0	0		0	
31.83.2	Local Governments (cities)		EA	0	0		0	
31.83.3	Local Governments (counties)		EA	0	0		0	
31.83.4	Other Meetings		EA	0	0		0	
31.83.5	Progress Meetings		EA	0	0		0	
31.83.6	Phase Review Meetings		EA	0	0		0	
31.83.7	Subtotal Technical Meetings						0	
31.84	Quality Assurance/Quality Control		LS	%	5%		0	
31.85	Independent Peer Review		LS	%	0%		0	
31.86	Supervision		LS	%	5%		0	
Mechanical Plans Total						0	0	
Plumbing Plans								

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.87	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.88	Plans (Small Scale)		Sheet	0	0	0	0	
31.89	Plans (Large Scale)		Sheet	0	0	0	0	
31.90	Isometrics (Large Scale)		Sheet	0	0	0	0	
31.91	Riser Diagrams		Sheet	0	0	0	0	
31.92	Details		Sheet	0	0	0	0	
31.93	Repetitive Sheets		Sheet	0	0	0	0	
31.94	Other Pertinent Project Documentation		LS	0	0		0	
31.95	Cost Estimate		LS	0	0		0	
31.96	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Plumbing Plans Technical Subtotal						0	0	
31.97	Field Reviews		LS	0	0		0	
31.98	Technical Meetings							See listing below
31.98.1	FDOT		EA	0	0		0	
31.98.2	Local Governments (cities)		EA	0	0		0	
31.98.3	Local Governments (counties)		EA	0	0		0	
31.98.4	Other Meetings		EA	0	0		0	
31.98.5	Progress Meetings		EA	0	0		0	
31.98.6	Phase Review Meetings		EA	0	0		0	
31.98.7	Subtotal Technical Meetings						0	
31.99	Quality Assurance/Quality Control		LS	%	5%		0	
31.100	Independent Peer Review		LS	%	0%		0	
31.101	Supervision		LS	%	5%		0	
Plumbing Plans Total						0	0	
Fire Protection Plans								
31.102	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.103	Fire Protection Plan		Sheet	0	0	0	0	
31.104	Riser Diagram, Details, and Partial Plans		Sheet	0	0	0	0	
31.105	Hydraulic Calculation		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.106	Repetitive Sheets		Sheet	0	0	0	0	
31.107	Other Pertinent Project Documentation		LS	0	0		0	
31.108	Cost Estimate		LS	0	0		0	
31.109	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Fire Protection Plans Technical Subtotal						0	0	
31.110	Field Reviews		LS	1	0		0	
31.111	Technical Meetings							See listing below
31.111.1	FDOT		EA	0	0		0	
31.111.2	Local Governments (cities)		EA	0	0		0	
31.111.3	Local Governments (counties)		EA	0	0		0	
31.111.4	Other Meetings		EA	0	0		0	
31.111.5	Progress Meetings		EA	0	0		0	
31.111.6	Phase Review Meetings		EA	0	0		0	
31.111.7	Subtotal Technical Meetings						0	
31.112	Quality Assurance/Quality Control		LS	%	5%		0	
31.113	Independent Peer Review		LS	%	0%		0	
31.114	Supervision		LS	%	5%		0	
Fire Protection Plans Total						0	0	
Electrical Plans								
31.115	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.116	Electrical Site Plan		Sheet	0	0	0	0	
31.117	Lighting Plans		Sheet	0	0	0	0	
31.118	Lighting Fixtures Schedules		Sheet	0	0	0	0	
31.119	Lighting Fixtures Details		Sheet	0	0	0	0	
31.120	Lightning Protection Plans		Sheet	0	0	0	0	
31.121	Lightning Protection Details		Sheet	0	0	0	0	
31.122	Power Plans		Sheet	0	0	0	0	
31.123	Power Distribution Riser Diagrams		Sheet	0	0	0	0	
31.124	Panel Board Schedules		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.125	Data Plans		Sheet	0	0	0	0	
31.126	Data Details		Sheet	0	0	0	0	
31.127	Communication Plans		Sheet	0	0	0	0	
31.128	Communication Details		Sheet	0	0	0	0	
31.129	Security Alarm System Plans		Sheet	0	0	0	0	
31.130	Miscellaneous Details		Sheet	0	0	0	0	
31.131	Repetitive Sheets		LS	0	0		0	
31.132	Energy Analysis		LS	0	0		0	
31.133	Other Pertinent Project Documentation		LS	0	0		0	
31.134	Cost Estimate		LS	0	0		0	
31.135	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Electrical Plans Technical Subtotal						0	0	
31.136	Field Reviews		LS				0	
31.137	Technical Meetings							See listing below
31.137.1	FDOT		EA	0	0		0	
31.137.2	Local Governments (cities)		EA	0	0		0	
31.137.3	Local Governments (counties)		EA	0	0		0	
31.137.4	Other Meetings		EA				0	
31.137.5	Progress Meetings		EA	0	0		0	
31.137.6	Phase Review Meetings		EA				0	
31.137.7	Subtotal Technical Meetings						0	
31.138	Quality Assurance/Quality Control		LS	%	5%		0	
31.139	Independent Peer Review		LS	%	0%		0	
31.140	Supervision		LS	%	5%		0	
Electrical Plans Total						0	0	
Architecture Development Subtotal						0	26	
31.141	LEED Certification		LS	1	0		0	
31.142	Coordination		LS	%	2%		1	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.143	Building Information Modeling (BIM)		Project	--	--	--	--	Using AutoCad Revit or a similar program for the production of construction documents does not cost the Client/Owner any additional design fee. However, the proportion of the fee is more front loaded because of the design process. The creation of the 3D model is part of the design and must be converted into 2D to print the construction documents. The additional use of the Virtual 3D model can provide additional advantages and services, but at an additional cost. Another very useful feature is the user's ability to visualize the spaces in 3D early on as part of the approval process.
31. Architecture Development Total						0	27	

Total Technical Meetings (sum of meetings above)									Comments	PM Attendance at Meeting Required?	Number
Meeting	Hours						Total Meetings	Total Hours			
	Architectural Plans	Structural Plans	Mechanical Plans	Plumbing Plans	Fire Protection Plans	Electrical Plans					
FDOT	0	0	0	0	0	0	0	0			0
Local Governments (cities)	0	0	0	0	0	0	0	0			0
Local Governments (counties)	0	0	0	0	0	0	0	0			0
Other Meetings	0	0	0	0	0	0	0	0			0
Subtotal Technical Meetings							0	0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	0	0	0	0	0	0	0	0		**	--
Phase Review Meetings	0	0	0	0	0	0	0	0		**	--
Total All Meetings							0	0	Total PM Meetings (carries to Tab 3)		0

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Carries to Tab 3

EXHIBIT III PROJECT SCHEDULE

The engineering services described are anticipated to be completed in accordance with the following schedule. The schedule provided is based on the timely receipt of the information to be provided by the City. The schedule assumes a two (2) week submittal review time by the City.

- Construction duration is assumed to be 12 months and the Consultant will support the City for the entire period of construction.

The total project period for completion for this additional design effort is estimated to be 12 months.

City of Kissimmee

RFQ2018-009 Architectural and Engineering Services

City Hall Building Addition

November 30, 2020

SCOPE OF WORK:

1. RS&H, Inc. will provide design and post design services for an addition to the City of Kissimmee City Hall. The proposed addition will be approximately 10,000 square feet and two stories in the same architectural style as the current City Hall. The scope of work shall include but is not limited to:
 - a. Evaluating the proposed location for suitability for the proposed project;
 - b. Designing the addition to include the following:
 - i. Building Division Permitting County and customer waiting area, with associated built-in furniture and counters.
 - ii. Offices and services for all staff of the Building Division, including Fire Prevention per attached preliminary list and pre-design meetings.
 - iii. Independent exterior access to the addition.
 - iv. Connection between City Hall and the addition, employee access only at both levels.
 - v. Additional offices for future expansion.
 - vi. Additional open space for future expansion.
 - vii. Storage and file room with built-in storage shelving or cabinets.
 - viii. Bathrooms
 - ix. Vertical communicating stairs and Lift or elevator
 - x. Conference room equipped with technology to be the City's Emergency Operations Center, when needed.
 1. Includes storage for food, equipment, and lodging in the event of an emergency.
 - xi. Independent back-up generator
 - xii. Independent HVAC system
 - xiii. Signage and wayfinding concepts for the addition
 - xiv. Redesign of the courtyard in the front of City Hall, as a smaller but functional gathering place and event space.
 - c. Providing the Civil, Architectural, Landscape, Hardscape, Structural, Mechanical, Plumbing, and Electrical Engineering design for the addition.
 - d. Provide utility connections for services including, but is not limited to, Power, Cable, Data, Fiber Optic, Water, Storm, and Sewer.
 - e. Provide the site design and grading design.

- f. Provide Landscape and Hardscape design for the courtyard created between this addition and the existing building.
- g. Provide the following services:
 - i. Pre-Design:
 - 1. 2 conceptual design layouts for both site and building
 - ii. Construction Documents:
 - 1. Submit 30%, 60% and Final Design
 - iii. Permitting:
 - 1. Site Plan Approval
 - 2. Building
 - 3. Stormwater
 - iv. Bidding Assistance:
 - 1. Q&A Response
 - 2. Bid Review and Analysis
 - v. Post Design Services:
 - 1. Requests for Information (RFIs)
 - 2. Submittal Information and Shop Drawing Reviews
 - 3. Plan Revisions
 - 4. Pre-Construction Meeting Attendance
 - 5. Site Inspections
 - 6. Progress Meetings
 - vi. Closeout Assistance:
 - 1. Final Walk-through (Punchlist)
- h. Provide Cost Estimates at 30%, 60% and final Construction Documents.
- i. Provide Value Engineering Services at each cost estimate.

Room		Approximate Area Required (SF)
LOBBY + TECHNICIANS		1500
BACK OFFICE WORK AREA		550
PLAN ROOM		325
COPY ROOM		325
BREAK ROOM		100
BUILDING OFFICIAL		250
CHIEF PLANS REVIEWER		200
PREVENTION SUPERVISOR		200
PERMIT SUPERVISOR		200
PLAN REVIEWER LEVEL-1		200
PLAN REVIEWER LEVEL -2		200

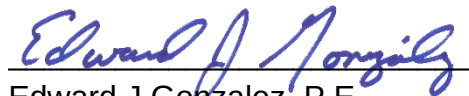
Room	Approximate Area Required (SF)
SITE INSPECTOR	200
FIRE PREVENTION REVIEWER	200
INSPECTOR LEVEL- 1	50
INSPECTOR LEVEL -2	50
INSPECTOR LEVEL-3	50
FIRE INSPECTOR (1)	50
FIRE INSPECTOR (2)	50
SCANNING TECHNICIAN	200
IT LIASON	200
CONFERENCE ROOM	1200
RESTROOM FACILITIES PUBLIC (UNISEX)	120
RESTROOM / SHOWERS FACILITIES STAFF	350

CONTINGENCY:

Utility Work: Additional design work for new utility lines, including water, wastewater, stormwater, communications, and/or electrical power service. If tie-in to existing utilities at existing building are not available, new utility connections at an adjacent site or right-of-way may be needed.

DESIGN SCHEDULE:

See Appendix A.

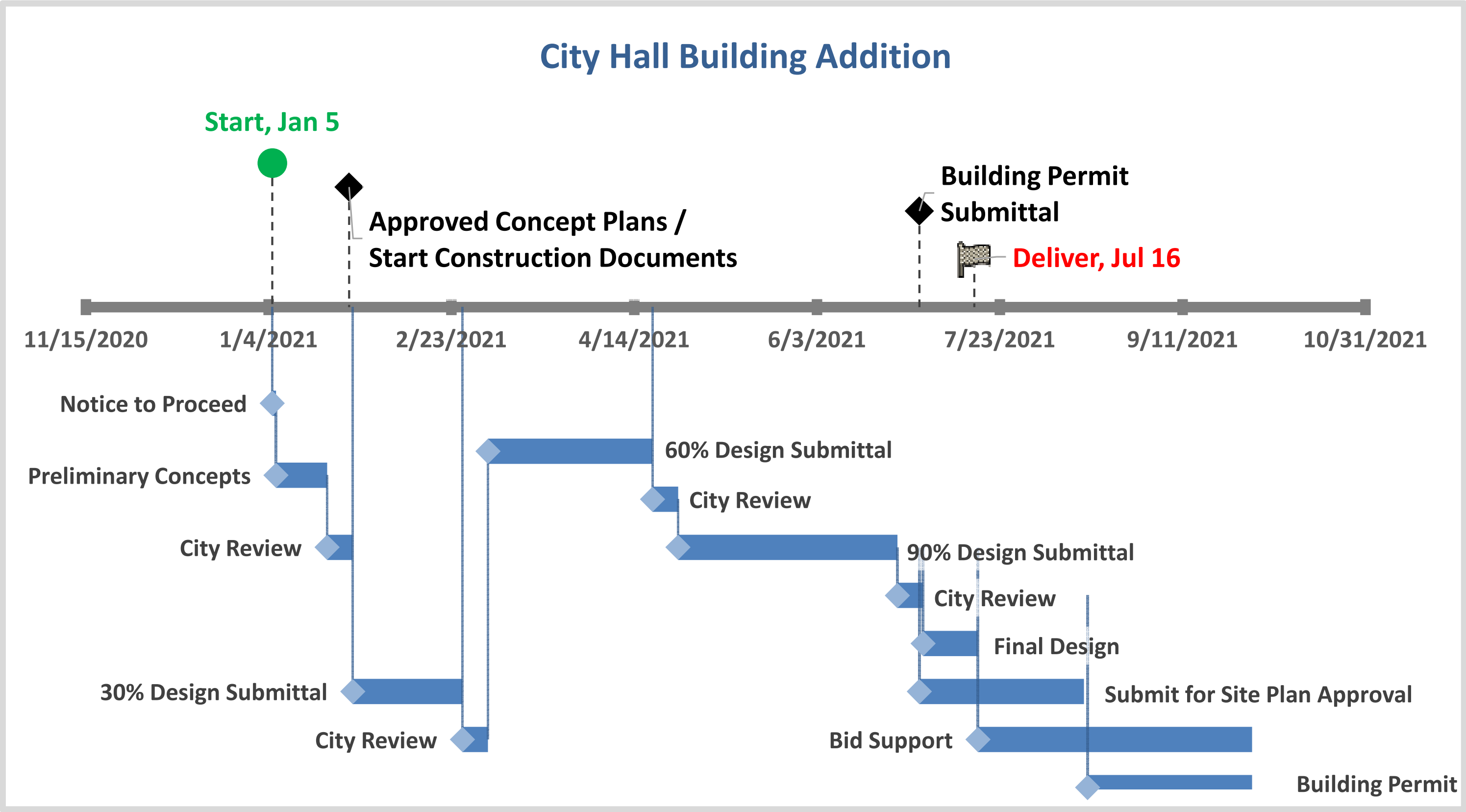


Edward J Gonzalez, P.E.

Vice President

RS&H, Inc.

Olga Gonzalez
Mayor Commissioner
City of Kissimmee



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: City of Kissimmee - City Hall Building Addition
 County: enter name of county
 FPN: 999999-1-52-01
 FAP No.: 54321

Consultant Name: RS&H, Inc.
 Consultant No.: enter consultants proj. number
 Date: 11/25/2020
 Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Engineer	Engineering Technician	Architect	Senior Landscape Architect	Landscape Architect	Planner/Permitter	Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$304.90	\$241.61	\$144.78	\$108.68	\$162.02	\$256.84	\$144.38	\$182.24	\$94.22	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	250	50	74	63	0	25	0	25	0	13	0	0	0	250	\$51,130	\$204.52
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	264	13	58	114	79	0	0	0	0	0	0	0	0	264	\$43,068	\$163.14
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	161	8	0	0	56	0	16	81	0	0	0	0	0	161	\$24,330	\$151.12
26. Landscape Plans	93	5	0	0	33	0	9	46	0	0	0	0	0	93	\$14,064	\$151.23
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	1,794	90	359	448	448	449	0	0	0	0	0	0	0	1,794	\$300,478	\$167.49
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	2,562	166	491	625	616	474	25	152	0	13	0	0	0	2,562		
Total Staff Cost		\$50,612.96	\$118,628.91	\$90,487.47	\$66,948.11	\$76,799.80	\$6,421.11	\$21,945.87	\$0.00	\$1,224.87	\$0.00	\$0.00	\$0.00		\$433,069.10	\$169.04

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

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

SALARY RELATED COSTS:		Check = \$433,069.10		\$433,069.10
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$433,069.10
Subconsultant: GEC, Inc.				\$6,275.00
Subconsultant: Johnston's Surveying Inc.				\$5,600.00
TOTAL ESTIMATED FEE:				\$444,944.10
Contingency: Additional Utility Work				\$50,000.00
GRAND TOTAL ESTIMATED FEE:				\$494,944.10

Project Activity 3: General Tasks

Estimator:

City of Kissimmee - City Hall Building Addition

999999-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	24	24	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	210	210	Total Post Design Services 1. Precon meeting = 2 persons @ 4hrs = 8 hrs 2. Progress meetings = 1 person @ 2 hrs x 12 = 24 hrs 3. Shop Drawings = 50 shops @ 2 hrs = 100 hrs 4. RFIs = 20 RFIs @ 2 hrs = 40 hrs 5. Plan Revisions = 2 @ 10 hrs = 20 hrs 6. Site Inspections = 3 @ 6 hrs = 18 hrs
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	16	16	Bidding Assistance
3. Project Common and Project General Tasks Total					250	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Phase Reviews	EA	0	0	0	
	Field Reviews	EA	0	0	0	Field reviews are listed within each discipline's tab breakdown
	Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

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

Project Activity 5: Roadway Plans

Estimator: Zachary Williams, PE

Kissimme City Hall Addition

Representing		Print Name	Signature / Date
RS&H, Inc		Zachary Williams, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	
5.3.1	Typical Section Sheets		Sheet	1	12	12	Pavement Sections, includes pavement design
5.4	General Notes/Pay Item Notes		Sheet	2	8	16	Includes site design and drainage design
5.5	Site Demolition Plan		Sheet	1	16	16	
5.6	Site Plan		Sheet	1	24	24	Includes Pre-Design, Plan Review Submittals and Comment Resolution
5.7	Grading Plan		Sheet	1	12	12	
5.8	Erosion Control/SWPPP		Sheet	1	8	8	
5.9	Special Details		Sheet	4	8	32	Sidewalk, Driveway, Curbing,
5.10	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	For Driveway connection
5.11	Temporary Traffic Control Detail Sheets		Sheet	0	8	0	For Driveway connection
5.12	Utility Coordination		Sheet	1	48	48	Includes Permitting with Utility Agencies
5.13	Utility Adjustment Sheets		Sheet	1	48	48	Assumed connecting to existing facilities
5.14	Signing and Pavement Marking Plan		Sheet	0	0	0	
5.15	Specifications		EA	1	12	12	
5.16	Quantities/ Cost Estimate		EA	1	12	12	30%, 60% and Final
5.17	Bidding Assistance		EA	0	0	0	Included in Tab 3
5.18	Construction Administration		EA	0	0	0	Included in Tab 3
5.19				0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.20				0	0	0	
5.21				0	0	0	
5.22				0	0	0	
5.23							
5.23.1				0	0	0	
5.23.2				0	0	0	
5.24							
5.24.1				0	0	0	
5.24.2				0	0	0	
5.25				0	0	0	
5.26				0	0	0	
5.27				0	0	0	
Roadway Plans Technical Subtotal						240	
5.28	Quality Assurance/Quality Control		LS	%	5%	12	
5.29	Supervision		LS	%	5%	12	
5. Roadway Plans Total						264	

25. Landscape Analysis

Estimator:

Enter project name & description

999999-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	2	2	
25.2	Site Inventory and Analysis					
25.2a	Selective Clearing and Grubbing Site Inventory	LS	1	0	0	N/A
25.2b	Inventory and Analysis	LS	1	2	2	
25.2c	Vegetation Disposition Plan					
25.2c1	Vegetation Disposition Plan- Mainline	Per mainline mile	0	0	0	N/A
25.2c2	Vegetation Disposition Plan- Interchange	Per interchange	0	0	0	N/A
25.3	Planting Design					
25.3a	Conceptual Planting Design					
25.3a1	Report Preparation	LS	1	0	0	N/A
25.3a2	Mainline	Per mainline mile	1	10	10	Site Landscape Design - Concept
25.3a3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	N/A
25.3a4	Toll Plazas	EA	0	0	0	N/A
25.3b	Final Planting Design					
25.3b1	Master Design File Creation	LS	1	2	2	
25.3b2	Mainline	Per mainline mile	1	24	24	Site Landscape Design - Final
25.3b3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	N/A
25.3b4	Toll Plazas	EA	0	0	0	N/A
25.4	Irrigation Design					

25. Landscape Analysis

25.4a	Conceptual Irrigation Design					
25..4a1	Feasibility Report	LS	1	0	0	N/A
25..4a2	Mainline	Per mainline mile	1	14	14	Site Irrigation Design - Conceptual
25..4a3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	N/A
25..4a4	Toll Plazas	EA	0	0	0	N/A
25.4b	Final irrigation Design					
25.4b1	Mainline	Per mainline mile	1	24	24	Site Irrigation Design - Final
25.4b2	Interchanges, Intersections, and Rest Areas	EA	0	0	0	N/A
25.4b3	Toll Plazas	EA	0	0	0	N/A
25.5	Hardscape Design					
25.5a	Conceptual Hardscape Design	Per mainline mile	1	10	10	
26.5b	Final Hardscape Design	Per mainline mile	1	20	20	
25.6	Roll Plots	EA	0	0	0	N/A
25.7	Cost Estimates	LS	1	4	4	Includes each submittal and final cost estimate
25.8	Technical Special Provisions and Modified Special Provisions	LS	1	4	4	Irrigation TSP
25.9	Inspection Services	LS	1	8	8	on site Irrigation Inspection of existing system and evaluation to tie into existing system or new stand alone system
25.10	Other Landscape Services	LS	1	0	0	N/A
25.11	Outdoor Advertising	EA	0	0	0	N/A
Landscape Analysis Technical Subtotal					124	
25.12	Field Reviews	LS	2	6	12	2 Field Reviews x 1 person x 6 hours = 12 Hours
25.13	Technical Meetings / Public Meetings	LS	1	12	12	Meetings are listed below
25.14	Quality Assurance/Quality Control	LS	%	5%	6	
25.15	Independent Peer Review	LS	%	0%	0	
25.16	Supervision	LS	%	3%	4	
Landscape Analysis Nontechnical Subtotal					34	

25. Landscape Analysis

25.17	Project Coordination	LS	%	2%	3	
25.18	Interdisciplinary Coordination	LS	%	0%	0	
25. Landscape Analysis Total					161	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT (kickoff, concept review)	EA	1	6	6	Meeting with City - Landscape		0
Maintaining Agency (cities, counties)	EA	1	4	4			0
Utility Owners	EA	0	0	0			0
Local Agency for Tree Removal	EA	0	0	0			0
Local Citizen Group(s)	EA	0	0	0			0
Other Meetings	EA	1	2	2			0
Subtotal Technical Meetings				12	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 25.12

Carries to Tab 3

26. Landscape Plans

Estimator: D. Bryan

Enter project name & description

999999-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	2	1	2	Landscape Set to include Hardscape, Landscape and Irrigation Plans and Details.
26.2	Tabulation of Quantities		Sheet	4	2	4	8	Plant, Hardscape and Irrigation Schedule in Tabulation (FDOT) Format
26.3	General Notes		Sheet	1	3	1	3	City of Kissimmee Landscape and Irrigation Requirements
26.4	Tree and Vegetation Protection and Relocation Plans and Tree Disposition Plans		Sheet	0	0	0	0	NA
26.5	Planting Plans For Linear Roadway Projects		Sheet	4	4	4	16	Site Planting Plan
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	0	0	0	0	N/A
26.7	Planting Details and Notes		Sheet	1	2	1	2	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	4	5	4	20	Site Irrigation Plan
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	0	0	0	0	N/A
26.10	Irrigation Details and Notes		Sheet	3	3	3	9	
26.11	Hardscape Plans		Sheet	4	4	4	16	
26.12	Hardscape Details and Notes		Sheet	2	4	2	8	
26.13	Maintenance Plan		Sheet	1	2	1	2	City of Kissimmee Input on Maintenance
Landscape Plans Technical Hours Subtotal						25	86	
26.14	Quality Assurance/Quality Control		LS	%	5%		4	
26.15	Supervision		LS	%	3%		3	
26. Landscape Plans Total						25	93	

31. Architecture Development

Estimator:

City of Kissimmee - City Hall Building Addition
999999-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Architectural Plans								
31.1	Architectural Program Review/Verification		Text Pages	0	0	0	0	
31.2	Key Sheet and Index of Sheets		Sheet	1	4	1	4	Cover sheet for plan set
31.3	General Notes, Abbreviations, Symbols, and Legend		Sheet	1	6	1	6	
31.4	Life Safety Plans		Sheet	1	12	1	12	Includes building code data
31.5	Site Plans		Sheet	1	8	1	8	Shows site elements
31.6	Floor Plans (Small Scale)		Sheet	0	0	0	0	
31.7	Floor Plans (Large Scale)		Sheet	4	16	4	64	2 per floor
31.8	Exterior Elevations		Sheet	2	12	2	24	2 elevations per sheet
31.9	Roof Plans		Sheet	1	12	1	12	
31.10	Roof Details		Sheet	1	24	1	24	
31.11	Interior Elevations		Sheet	2	12	2	24	
31.12	Rest Room Plans (Enlarged)		Sheet	1	6	1	6	
31.13	Rest Room Elevations		Sheet	0	0	0	0	
31.14	Building Sections		Sheet	2	24	2	48	Longitudinal and transverse section of building
31.15	Stair Section, Enlarged Stair Plan and Details		Sheet	1	20	1	20	
31.16	Reflective Ceiling Plans		Sheet	2	12	2	24	
31.17	Room Finish Schedule or Finish Plan		Sheet	1	16	1	16	
31.18	Door and Window Schedule		Sheet	1	16	1	16	
31.19	Door Jamb Details and Window Details		Sheet	1	12	1	12	
31.20	Exterior Wall Sections		Sheet	1	20	1	20	
31.21	Interior Wall Sections		Sheet	0	0	0	0	
31.22	Overhead Door Details		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.23	Curtain Wall Details		Sheet	1	12	1	12	
31.24	Fascia, Soffit and Parapet Details		Sheet	1	24	1	24	
31.25	Signage Details		Sheet	1	8	1	8	
31.26	Miscellaneous Details		Sheet	0	0	0	0	
31.27	Repetitive Sheets		Sheet	0	0	0	0	
31.28	Design Narrative Reports		LS	0	0		0	
31.29	Permitting		LS	1	40		40	
31.30	Other Pertinent Project Documentation		LS	0	0		0	
31.31	Cost Estimate		LS	1	12		12	
31.32	Technical Special Provisions and Modified Special Provisions Packages		LS	1	16		16	
Architectural Plans Technical Subtotal						27	452	
31.33	Field Reviews		LS	2	6		12	1 persons x 2 hrs travel x 4 hrs in field
31.34	Technical Meetings							See listing below
31.34.1	FDOT		EA	0	0		0	
31.34.2	Local Governments (cities)		EA	0	0		0	
31.34.3	Local Governments (counties)		EA	0	0		0	
31.34.4	Other Meetings		EA	0	0		0	
31.34.5	Progress Meetings		EA	0	0		0	
31.34.6	Phase Review Meetings		EA	3	3		9	Assumes 1 meeting after Schematic Design, Design Development and Construction Document Phases
31.34.7	Subtotal Technical Meetings						9	
31.35	Quality Assurance/Quality Control		LS	%	5%		23	
31.36	Independent Peer Review		LS	%	0%		0	
31.37	Supervision		LS	%	5%		23	
Architectural Plans Total						27	519	
Structural Plans								
31.38	General Notes, Abbreviations, Symbols, and Legend		Sheet	2	6	2	12	2 sheets includes building materials, load data tables, etc.
31.39	Foundation Plans (Small Scale)		Sheet	0	0	0	0	
31.40	Foundation Plans (Large Scale)		Sheet	1	24	1	24	
31.41	Slab Plans (Small Scale)		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.42	Slab Plans (Large Scale)		Sheet	2	12	2	24	
31.43	Slab Placement Plans		Sheet	0	0	0	0	
31.44	Slab Placement Details		Sheet	1	16	1	16	
31.45	Foundation Sections		Sheet	0	0	0	0	
31.46	Foundation Details		Sheet	1	16	1	16	
31.47	Slab Sections		Sheet	0	0	0	0	
31.48	Slab Details		Sheet	1	16	1	16	
31.49	Roof Framing Plans (Small Scale)		Sheet	0	0	0	0	
31.50	Roof Framing Plans (Large Scale)		Sheet	1	24	1	24	
31.51	Roof Loading Plans and Details		Sheet	0	0	0	0	
31.52	Roof Sections		Sheet	1	12	1	12	
31.53	Roof Details		Sheet	1	24	1	24	
31.54	Bearing Wall Sections		Sheet	1	24	1	24	
31.55	Bearing Wall Details		Sheet	1	16	1	16	
31.56	Column Sections		Sheet	0	0	0	0	
31.57	Column Details		Sheet	0	0	0	0	
31.58	Miscellaneous Sections		Sheet	0		0	0	
31.59	Repetitive Sheets		Sheet	0	0	0	0	
31.60	Other Pertinent Project Documentation		LS	1	40		40	Structural calculations
31.61	Cost Estimate		LS	1	6		6	
31.62	Technical Special Provisions and Modified Special Provisions Packages		LS	1	16		16	
Structural Plans Technical Subtotal						13	270	
31.63	Field Reviews		LS	1	8		8	1 persons x 4 hrs travel x 4 hrs in field
31.64	Technical Meetings							See listing below
31.64.1	FDOT		EA	0	0		0	
31.64.2	Local Governments (cities)		EA	0	0		0	
31.64.3	Local Governments (counties)		EA	0	0		0	
31.64.4	Other Meetings		EA	0	0		0	
31.64.5	Progress Meetings		EA	0	0		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.64.6	Phase Review Meetings		EA	3	3		9	Assumes 1 meeting after Schematic Design, Design Development and Construction Document Phases
31.64.7	Subtotal Technical Meetings						9	
31.65	Quality Assurance/Quality Control		LS	%	5%		14	
31.66	Independent Peer Review		LS	%	0%		0	
31.67	Supervision		LS	%	5%		14	
Structural Plans Total						13	315	
Mechanical Plans								
31.68	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	1	8	1	8	
31.69	Plans (Small Scale)		Sheet	0	0	0	0	
31.70	Plans (Large Scale)		Sheet	2	20	2	40	
31.71	Details		Sheet	2	20	2	40	
31.72	Sections		Sheet	0	0	0	0	
31.73	Piping Schematics		Sheet	1	16	1	16	
31.74	Control Plans		Sheet	1	16	1	16	
31.75	Schedules		Sheet	2	12	2	24	
31.76	HVAC Calculations		Sheet	1	32	1	32	
31.77	Life Cycle Cost Analysis		Sheet	0	0	0	0	
31.78	Repetitive Sheets		LS	1	0		0	
31.79	Other Pertinent Project Documentation		LS	1	0		0	
31.80	Cost Estimate		LS	1	8		8	
31.81	Technical Special Provisions and Modified Special Provisions Packages		LS	1	16		16	
Mechanical Plans Technical Subtotal						10	200	
31.82	Field Reviews		LS	1	8		8	1 person x 4 hrs travel x 4 hrs in field
31.83	Technical Meetings							See listing below
31.83.1	FDOT		EA	0	0		0	
31.83.2	Local Governments (cities)		EA	0	0		0	
31.83.3	Local Governments (counties)		EA	0	0		0	
31.83.4	Other Meetings		EA	0	0		0	
31.83.5	Progress Meetings		EA	0	0		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.83.6	Phase Review Meetings		EA	3	3		9	Assumes 1 meeting after Schematic Design, Design Development and Construction Document Phases
31.83.7	Subtotal Technical Meetings						9	
31.84	Quality Assurance/Quality Control		LS	%	5%		10	
31.85	Independent Peer Review		LS	%	0%		0	
31.86	Supervision		LS	%	5%		10	
Mechanical Plans Total						10	237	
Plumbing Plans								
31.87	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	1	8	1	8	
31.88	Plans (Small Scale)		Sheet	0	0	0	0	
31.89	Plans (Large Scale)		Sheet	2	20	2	40	
31.90	Isometrics (Large Scale)		Sheet	2	10	2	20	
31.91	Riser Diagrams		Sheet	2	8	2	16	
31.92	Details		Sheet	2	20	2	40	
31.93	Repetitive Sheets		Sheet	0	0	0	0	
31.94	Other Pertinent Project Documentation		LS	1	20		20	Plumbing calculations
31.95	Cost Estimate		LS	1	4		4	
31.96	Technical Special Provisions and Modified Special Provisions Packages		LS	1	10		10	
Plumbing Plans Technical Subtotal						9	158	
31.97	Field Reviews		LS	1	8		8	
31.98	Technical Meetings							See listing below
31.98.1	FDOT		EA	0	0		0	
31.98.2	Local Governments (cities)		EA	0	0		0	
31.98.3	Local Governments (counties)		EA	0	0		0	
31.98.4	Other Meetings		EA	0	0		0	
31.98.5	Progress Meetings		EA	0	0		0	
31.98.6	Phase Review Meetings		EA	0	0		0	Assumes 1 meeting after Schematic Design, Design Development and Construction Document Phases; same as Mechanical engineer
31.98.7	Subtotal Technical Meetings						0	
31.99	Quality Assurance/Quality Control		LS	%	5%		8	
31.100	Independent Peer Review		LS	%	0%		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.101	Supervision		LS	%	5%		8	
Plumbing Plans Total						9	182	
Fire Protection Plans								
31.102	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	1	8	1	8	
31.103	Fire Protection Plan		Sheet	2	28	2	56	
31.104	Riser Diagram, Details, and Partial Plans		Sheet	0	0	0	0	
31.105	Hydraulic Calculation		Sheet	0	0	0	0	
31.106	Repetitive Sheets		Sheet	0	0	0	0	
31.107	Other Pertinent Project Documentation		LS	1	0		0	
31.108	Cost Estimate		LS	1	4		4	
31.109	Technical Special Provisions and Modified Special Provisions Packages		LS	1	12		12	
Fire Protection Plans Technical Subtotal						3	80	
31.110	Field Reviews		LS	1	0		0	
31.111	Technical Meetings							See listing below
31.111.1	FDOT		EA	0	0		0	
31.111.2	Local Governments (cities)		EA	1	2		2	Coordination meeting with fire marshal
31.111.3	Local Governments (counties)		EA	0	0		0	
31.111.4	Other Meetings		EA	0	0		0	
31.111.5	Progress Meetings		EA	0	0		0	
31.111.6	Phase Review Meetings		EA	3	3		9	Assumes 1 meeting after Schematic Design, Design Development and Construction Document Phases
31.111.7	Subtotal Technical Meetings						11	
31.112	Quality Assurance/Quality Control		LS	%	5%		4	
31.113	Independent Peer Review		LS	%	0%		0	
31.114	Supervision		LS	%	5%		4	
Fire Protection Plans Total						3	99	
Electrical Plans								
31.115	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	1	8	1	8	
31.116	Electrical Site Plan		Sheet	1	8	1	8	
31.117	Lighting Plans		Sheet	2	20	2	40	
31.118	Lighting Fixtures Schedules		Sheet	1	20	1	20	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.119	Lighting Fixtures Details		Sheet	0	0	0	0	
31.120	Lightning Protection Plans		Sheet	1	12	1	12	
31.121	Lightning Protection Details		Sheet	1	12	1	12	
31.122	Power Plans		Sheet	2	24	2	48	
31.123	Power Distribution Riser Diagrams		Sheet	1	16	1	16	
31.124	Panel Board Schedules		Sheet	2	20	2	40	
31.125	Data Plans		Sheet	2	18	2	36	
31.126	Data Details		Sheet	1	16	1	16	
31.127	Communication Plans		Sheet	0	0	0	0	
31.128	Communication Details		Sheet	0	0	0	0	
31.129	Security Alarm System Plans		Sheet	2	10	2	20	
31.130	Miscellaneous Details		Sheet	0	0	0	0	
31.131	Repetitive Sheets		LS	1	0		0	
31.132	Energy Analysis		LS	1	40		40	
31.133	Other Pertinent Project Documentation		LS	1	0		0	
31.134	Cost Estimate		LS	1	8		8	
31.135	Technical Special Provisions and Modified Special Provisions Packages		LS	1	16		16	
Electrical Plans Technical Subtotal						17	340	
31.136	Field Reviews		LS	1	8		8	1 person x 4 hrs travel x 4 hrs in field
31.137	Technical Meetings							See listing below
31.137.1	FDOT		EA	0	0		0	
31.137.2	Local Governments (cities)		EA	0	0		0	
31.137.3	Local Governments (counties)		EA	0	0		0	
31.137.4	Other Meetings		EA	2	8		16	Utility coordination: coordination with power utility; assumes hours for telephone calls, teleconferences and meetings in person.
31.137.5	Progress Meetings		EA	0	0		0	
31.137.6	Phase Review Meetings		EA	3	3		9	Assumes 1 meeting after Schematic Design, Design Development and Construction Document Phases
31.137.7	Subtotal Technical Meetings						25	
31.138	Quality Assurance/Quality Control		LS	%	5%		17	
31.139	Independent Peer Review		LS	%	0%		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.140	Supervision		LS	%	5%		17	
Electrical Plans Total						17	407	
Architecture Development Subtotal						79	1759	
31.141	LEED Certification		LS	1	0		0	
31.142	Coordination		LS	%	2%		35	
31.143	Building Information Modeling (BIM)		Project	--	--	--	--	Using AutoCad Revit or a similar program for the production of construction documents does not cost the Client/Owner any additional design fee. However, the proportion of the fee is more front loaded because of the design process. The creation of the 3D model is part of the design and must be converted into 2D to print the construction documents. The additional use of the Virtual 3D model can provide additional advantages and services, but at an additional cost. Another very useful feature is the user's ability to visualize the spaces in 3D early on as part of the approval process.
31. Architecture Development Total						79	1794	

Total Technical Meetings (sum of meetings above)									Comments	PM Attendance at Meeting Required?	Number
Meeting	Hours						Total Meetings	Total Hours			
	Architectural Plans	Structural Plans	Mechanical Plans	Plumbing Plans	Fire Protection Plans	Electrical Plans					
FDOT	0	0	0	0	0	0	0	0			0
Local Governments (cities)	0	0	0	0	2	0	1	2			0
Local Governments (counties)	0	0	0	0	0	0	0	0			0
Other Meetings	0	0	0	0	0	16	2	16			0
Subtotal Technical Meetings							3	18	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	0	0	0	0	0	0	0	0		**	--
Phase Review Meetings	9	9	9	0	9	9	15	45		**	--
Total All Meetings							18	63	Total PM Meetings (carries to Tab 3)		0

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Carries to Tab 3



Geotechnical
and
Environmental
Consultants, Inc.

At the very foundation of our community

October 14, 2020

RS&H
1715 N Westshore Boulevard
Suite 600
Tampa, Florida 33607

Attention: Michael R. DeMeo, RA, LEED AP

Subject: Proposal for Geotechnical Engineering Services
CITY OF KISSIMMEE CITY HALL ADDITION
Kissimmee, Osceola County, Florida
GEC Proposal No. 10338G

Dear Mr. DeMeo:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. This proposal was requested by you and our scope of services is based on the information you provided and the preliminary scope provided by the City.

The purpose of this investigation will be to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for design and construction of the new structure. This proposal presents our understanding of the project, our scope of services and a cost and schedule for providing those services.

Site Location and Description

The subject site is located at Kissimmee City Hall (101 Church Street) in Kissimmee, Osceola County, Florida. The project site occupies an area of approximately 0.7 acres and is located to the east-southeast of the existing City Hall facilities. The site of the addition is mainly grassed with tree coverage to the northeast and paved drive/parking along the northeast and southeast sides of the site. The site is bordered by commercial construction and undeveloped lands.

Project Plans

Project plans include the construction of an addition to the City Hall facility. This addition includes a new 2-story approximately 10,000 SF building with a maximum height of

approximately 28 feet. It is assumed that the building will be supported on shallow foundations and that final site grades will be at or near current site grades.

Scope of Services

The requested geotechnical scope of services includes the following:

- Prepare a boring location plan.
- Stake boring locations at the site.
- Clear utilities at boring locations, if necessary.
- Mobilize truck-mounted drilling equipment and personnel to the site.
- Perform two Standard Penetration Test (SPT) boring to a depth of 25 feet within the proposed building addition footprint.
- Conduct routine laboratory soil classification tests to aid in visual soil classification.
- Issue a geotechnical engineering report, signed and sealed by a geotechnical engineer licensed in Florida at the 60% and Final document submittals. The reports will address the following project elements:
 - Results of our field investigation and laboratory tests
 - Measured and estimated seasonal high groundwater levels
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Fill selection, placement and compaction
 - Geotechnical analyses, including estimated settlements of the proposed structure foundations
 - Geotechnical recommendations for design and construction of the building foundations.

Cost and Schedule

Our estimated fee to provide the described scope of services is a Lump Sum Fee of \$6,275.00. This fee includes an electronic copy of our report emailed to you. Upon your acceptance of this proposal, please forward current property contact information so we can coordinate access to the site for our field activities.

Our schedule to complete the work will be about 5 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field work is completed. Our schedule is highly dependent on Sunshine 811 and the utility providers/locators clearing the soil boring locations within the allotted 48 hour time frame.

Limitations

This proposal is subject to the following limitations:

- The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary.
- Undisturbed samples and consolidation tests are not included, unless stated above.
- We assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call.
- Assessment of environmental contamination at the site is not included.
- This proposed exploration is not intended to be an evaluation for sinkhole potential.

Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please contact us if you have any questions or comments regarding this proposal.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



V. Eugene Williford IV, P.E.
Geotechnical Engineer



Christopher P. Meyer, P.E.
Principal Engineer

JOHNSTON'S SURVEYING INC.

900 Cross Prairie Pkwy • Kissimmee, FL 34744

Phone: (407) 847-2179

Fax: (407) 847-6140

EMAIL

To: Mr. Michael R. DeMeo

From: W. Turner Wallis IV

Email: Michael.DeMeo@rsandh.com

Pages:

7

Phone 813-636-2714

DATE: October 15, 2020

Re PROPOSAL FOR SURVEYING – Survey support services for City of

Kissimmee City Hall Property

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Please find attached our proposal for surveying services for the above referenced project.

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-238, Cell: 407-908-5144, or Email: turner@jsurveying.com.

October 15, 2020

Michael R. DeMeo, RA, LEED AP
RS&H
1715 N Westshore Blvd, Ste 600
Tampa, FL 33607

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Surveying the City of Kissimmee City
Hall Property located at 101 Church St, Kissimmee, FL

Dear Mike:

Pursuant to your request for surveying services on the above referenced site, the following is an outline of the scope of services.

TASK I: Prepare a partial topographic survey of the above referenced parcel per limits shown on the attached Exhibit. Survey limits to include the adjacent parking area to the northeast, parking along the southeast, and all of the courtyard to the southeast of the building. Survey will find or set all boundary corners and locate visible manmade improvements including flag poles, time capsules, signage, site furniture, hardscape limits, sidewalk limits, drainage inlets, and existing building finish floor elevation. Survey will gather spot elevations on sufficient grid interval using GPS and convention survey data collection. Survey will include right of ways and existing utilities of Church Street and Dakin Avenue. Coordinate with Blood Hound for Level B utility designation within the survey limits. Field locate flagged and painted utilities and reflect same on the survey map. Elevations will be based on NGVD 1929 Datum (matching the Church Street project) and horizontal will be State Plane Coordinate Florida East Zone.

Final deliverable will be surveys prepared in AutoCAD.

Summary of Fees:

JSI proposes a lump sum fee for Task I of: **\$4,400.00**

Blood Hound Utility Locates (BHUL) price proposal, which is separate from the Johnston's Surveying, Inc. fee above, is as follows:

Blood Hound Price Proposal Attached **\$1,200.00**

Total Combined Fee for JSI and BHUL fees are: **\$5,600.00**

RS&H
October 15, 2020
Page 2

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Surveying the City of Kissimmee City
Hall Property located at 101 Church St, Kissimmee, FL

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,



W. Turner Wallis IV
President



ESTIMATE

Created Date 10/15/2020

Estimate Number 56913

Customer	Johnston's Surveying	Name	Turner Wallis IV
Billing Phone	407 847 2179	Phone	(407) 847-2179 x 238
Billing Address	900 Shady Lane Kissimmee, FL 34744-8695 US	Email	turner@jsurveying.com
Job Site Location	City Hall Addition, 101 Church St., Kissimmee, Florida, 34741		

Product	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	6.00	\$200.00	\$1,200.00
Grand Total			\$1,200.00

Scope of Work

Customer SOW survey

BHUG SOW **Customer has requested an estimate for the following scope of work:**

- The following work is being performed to Quality Level B standards in accordance with CI/ASCE 38-02.
- Client has requested an estimate to horizontally locate private and public detectable underground utilities within the Yellow outlined areas, approximately .5 acres.
- A print or image was provided to review to assist with the estimate. However, pre-marking or a meet on site will be required to confirm the locate area and assist with access.
- Client will only be invoiced for time needed to complete the stated SOW with a two-hour minimum. Customer is advised if less time onsite is required than estimated, invoicing will be reduced to no less than the minimum fee. Any additional time required on site to complete the task beyond the estimated / minimum time will be invoiced in 15-minute increments @ \$50 per increment, upon customer approval.
- EM and Real-Time GPR Locating equipment will both be utilized to locate and mark any detectable underground utilities and / or anomalies. A not to scale digital field sketch will be provided of our discoveries for surveying purposes. We will also provide pictures and the raw GPR data for review.
- Estimate does not include any camera or surveying service.
- Customer is advised that Blood Hound utilizes water based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling.
- Estimated time onsite does not include time for any site-specific training, escorting or ingress / egress time which if required, shall be an additional billable charge up to and including exceeding the estimate.
- All findings will be marked according to APWA standard.
- The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full



ESTIMATE

Created Date 10/15/2020

Estimate Number 56913

cooperation from the on site personnel is necessary to perform a complete locate. Should access not be provided or it is delayed, this could impact time to safely complete and accuracy of work.

- Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.
- Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to providing an estimate and commencement of field work.
- If the Scope of Work should change, or is different than listed on estimate, please call our office for a revised estimate.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.
- CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS WITHOUT TRACEABLE WIRES ATTACHED.

Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.

Please note estimate is valid for 90 days from the quote created date.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



ESTIMATE

Created Date 10/15/2020

Estimate Number 56913

services rendered.

Signature: _____

Printed Name: _____

Date Signed: _____

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

CONDITIONS OF PROPOSAL ACCEPTANCE

RS&H – KISSIMMEE CITY HALL PROPERTY – TOPOGRAPHIC & LOC SURVEY

Services and fees outlined in this proposal dated 10-15-20 are subject to the following conditions:

1. This fee does not include any services for outside consultants.
2. All reimbursable expenses, including but not limited to, blueprinting, photographic work, photocopies and express charges will be billed separately and independently of the contract amount.
3. All services are based on a "one-time" performance only. Any additional services not outlined will be performed at our normal hourly rates, after client authorization.
4. The client is responsible for any application or review fees required by governmental or regulatory agencies for plan submittals.
5. All application or review fees and reimbursable expenses, except blueprints, paid directly by consultant will be subject to a 15% surcharge.
6. We cannot guarantee governmental or regulatory agency approvals, nor is our fee dependent on such.
7. Invoices will be considered due and payable within 10 days of the date of the invoice. All "past due" invoices are subject to interest attached at 1.5% per month, 18% per annum.
8. The client has the right to terminate this agreement with a 10 working day advance written notice. If such termination takes place, the consultant will present a final invoice based on the percentage of the completed project.
9. Should it become necessary for the consultant to utilize its attorney to collect fees due the consultant, the client agrees to bear the cost of collection, including reasonable attorney's fees.
10. Retainer of -0- will be required upon execution of this contract.

If this proposal meets with your approval, please return one copy (executed with the original signature of the party responsible for payment) to this office. Upon receipt, it shall be deemed a mutually binding contractual agreement between the signing parties. If this proposal is not executed and returned to this office within 90 days, it shall be null and void. Any fees associated with this proposal are subject to increase if this contract is still in force at the end of one year.

CONSULTANT: W. Turner Wallis, IV DATE: 10-15-20
W. Turner Wallis, IV - President

ACCEPTED BY: _____ DATE: _____

COMPANY: _____ POSITION: _____

\\MyDOCS\FORMS\CONDITIO.6LT.DOC

ITEM 7.F

First Amendment to Ground Lease for land parcel located at the Airport's Business Airpark with Mach1 Aviation, LLC

Request

City Commission approval to amend ground lease for land parcel located at the Airport's Business Airpark to construct an aircraft hangar.

Explanation

MACH 1 Aviation, LLC has 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 one (1) aircraft hangar for aircraft storage. The aircraft hangar will consist of 39,600 square feet, which includes interior office space. This lease will also include 30 parking spaces and 34,560 square feet of paved aircraft operations area (AOA).

The owner has requested an additional financial partner be added to the lease. The additional partner is LOMB Hangar, LLC.

Recommendation

Staff recommends Commission approval to amend the MACH 1 Aviation Agreement to add LOMB Hangar, LLC as an additional partner.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. 2-MACH 1 First Amendment to Airport Ground Lease
2. Mach1 Fully Executed Ground Lease 5-4-2021

**FIRST AMENDMENT TO AIRPORT GROUND LEASE BETWEEN
CITY OF KISSIMMEE AND MACH 1 AVIATION**

THIS FIRST AMENDMENT is entered into on this 15th day of June 2022 between the **CITY OF KISSIMMEE**, a municipal corporation located within Osceola County, Florida hereinafter referred to as "**Lessor**" or "**City**" and MACH 1 AVIATION LLC, a Florida Limited Liability Corporation, whose address is 2800 S. Orange Blossom Trail, Orlando, Florida 32805, hereinafter referred to as "**MACH 1**" or "**Lessee**" and LOMB HANGAR LLC, a Florida Limited Liability Corporation, whose address is 323 South 21st, Avenue, Suite C, Hollywood, Florida 33020, as "**LOMB**" or "**Lessee**."

WITNESSETH:

WHEREAS, CITY is the owner of certain improvements to real property located on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida; and

WHEREAS, MACH 1 entered into a ground lease (hereinafter Original Lease) on May 4, 2021, to lease from CITY for one or more portions of certain improvements to real property situated on land located at Kissimmee Gateway Airport; and

WHEREAS, MACH 1 is desirous of adding an investor Lomb Hangar, LLC, as an additional Lessor, to the Original Lease.

WHEREAS, the Parties desire to amend the lease as set forth in this Amendment to include LOMB as an additional Lessor.

1. RECITALS. The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. ADDITIONAL LESSOR. All terms, covenants and agreements of the Original Lease shall be binding upon and inure to the benefit of Lessees MACH 1 AVIATION LLC and LOMB HANGAR LLC.
3. AMENDMENTS. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text. The Original Lease Agreement is hereby amended as follows:

G. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted, such notice shall be serviced by Certified or Registered Mail with return receipt, addressed to the Lessor in the following manner:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, Florida, 34741

And notices and approvals addressed to Lessees in the following manner:

President
MACH 1 AVIATION, LLC
2800 S. Orange Blossom Trail
Orlando, Florida 32805

President
LOMB HANGAR LLC
323 S. 21st Avenue
Suite C
Hollywood, Florida 33020

4. NO FURTHER MODIFICATIONS. Except to the extent expressly modified or amended by this Amendment, the Agreement shall remain unmodified (unless otherwise stated therein) and in full force and effect and is hereby ratified and affirmed.

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this First Amendment to the Ground Lease Agreement on the day and year first above written.

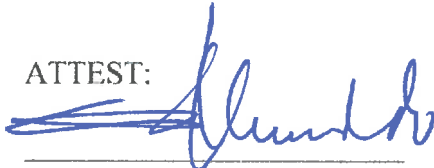
MACH 1 AVATION INC.



President

FRED MACHADO
Print Name

ATTEST:

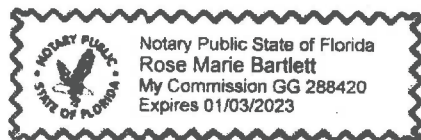


Corporate Secretary

STATE OF FLORIDA)
OSCEOLA COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15 day of June 2022, 2022, by FRED MACHADO as President of MACH 1 AVIATION, LLC, a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☒ who has produced FL DL as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:



Rose Marie Bartlett
Rose Marie Bartlett

LOMB HANGAR LLC.

[Signature]

President

RAUL ENRIQUE LOMBARDO FIORA DEL FABRE

Print Name

ATTEST:

Raul Lombardi
Corporate Secretary

STATE OF FLORIDA)
OSCEOLA COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15 day of June 2022, 2022, by RAUL LOMBARDO as President of LOMB HANGAR LLC, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☒ who has produced FL D2 as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:



CITY OF KISSIMMEE

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

**AIRPORT GROUND LEASE BETWEEN
CITY OF KISSIMMEE AND MACH 1 AVIATION, LLC**

THIS LEASE AGREEMENT (the "AGREEMENT") is made this 4th day of May, 2021 between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as "Lessor" or "City" and MACH 1 AVIATION, LLC, a Florida Corporation, whose address is 2800 S. Orange Blossom Trail, Orlando, Florida 32805, hereinafter referred to as "Lessee." City and Lessee are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City is the owner of certain improvements to real property, Parcel 19-25-29-1553-0001-FD10, located at the Kissimmee Gateway Airport, a municipal airport of the City of Kissimmee, Florida (the "Airport"); and

WHEREAS, the City desires to lease to Lessee, and the Lessee is desirous, willing and able to enter into a lease from Lessor to construct one (1) aircraft hangar, on land located at the Kissimmee Gateway Airport, pursuant to the terms of this Agreement.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. LEASED HANGAR PREMISES. Lessor leases to Lessee the premises located at the Airport, more particularly described, attached, and hereby incorporated by reference as "Exhibit A," which consists of 39,600 square feet of aircraft hangar and interior office space ("Hangar").
- B. LEASED AUTO PARKING PREMISES. Lessor leases to Lessee onsite parking of automobiles, which includes approximately 30 parking spaces for automobiles located directly east and adjacent to the Hangar ("Auto Parking") as depicted in Exhibit A, attached hereto and incorporated herein.
- C. LEASED AIRCRAFT PARKING AREA. Lessor leases to Lessee 34,560 square feet of paved aircraft operations area ("AOA") as depicted in Exhibit A; which Lessee will take measures, at Lessee's expense, to ensure any aircraft operated on the leasehold do not generate propeller wash that will cause dust or debris to be blown onto vehicles parked on the adjacent leasehold. Lessee agrees that Lessor may direct Lessee to redirect and relocate Lessee's entire inventory of aircraft and automobile parking to other locations on or about the airport as directed by the Director of Aviation ("Director") during any declared emergency or crisis as determined by the Director. Lessor agrees to make every attempt to order relocation of lessee's aircraft and vehicles in such a manner as to allow lessee to accomplish relocation in the course of normal operations and so as not to cause Lessee to incur any unreasonably increased expenses or liabilities associated with the act of relocation.

The Hangar, Auto Parking and AOA shall collectively be referred to as the “**Leased Premises**” and is located on the parcel survey more particularly described, attached, and hereby incorporated by reference as “**Exhibit B.**”

- D. CONDITION OF PREMISES. Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Lessee further warrants that the Leased Premises are suitable for Lessees proposed use described herein.
- E. RE-ADJUSTMENT OF PREMISES. This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United State of America, the State of Florida, or the County of Osceola, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, then Lessee shall have the option to terminate this Lease.

Notwithstanding the foregoing provisions of this Section C, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Leased Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the City.

PART TWO TERM OF LEASE

- A. PRIMARY TERM. The term of this Lease shall be for a thirty (30) year period, with the period commencing on the first day of **May 2021** and ending on the last day of **April 2051**.
- B. RENEWAL OPTION. Provided Lessee is not in default of the 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. Upon receipt of the extension options the parties shall negotiate the rent for the renewal period based on an appraisal as set forth in PART THREE, Paragraph B.

- C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. RENT. The initial rent under this Lease for the "Hangar and Auto Parking" (39,600 SF Hangar at \$0.20 SF) is **\$7,920.00** per year, payable monthly ("Annual Rent") plus sales tax and any other applicable tax including property tax. Initial rent under this Lease for the "AOA" (34,560 SF aircraft parking at \$0.10 SF) is **\$3,456.00** per year, payable monthly ("Annual Rent") plus sales tax and any other applicable tax including property tax. The following sum shall be payable monthly, in advance, in the amount of **\$948.00** ("Monthly Rent") plus said taxes. Payment of rent will commence on **June 1, 2021**, as defined in CITY OF KISSIMMEE / PROJECT MACH 1 MEMORANDUM OF UNDERSTANDING (Dated March 19, 2019) and AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KISSIMMEE AND PROJECT MACH 1 (Dated September 11, 2019) located as "**Exhibit C**."

Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. The initial net Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

- B. RENT ADJUSTMENTS. Lessor 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. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three (3) years from the Effective Date and every third year thereafter, with the exception of every fifth (5th) year as set forth below, ("CPI Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2021 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price

index has increased when compared with the price index for May, 2021, but shall never decrease.

Notwithstanding the above, beginning five (5) years from the Effective Date and every fifth year thereafter (“Appraisal Year”) the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Lessee of their intention to invoke the right of obtaining an appraisal, sixty (60) days prior to seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Lessee improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located at the Airport (the “Fair Market Value”). The City shall select a qualified appraiser (“Appraiser”) and notify Lessee of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Lessee and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an “MAI” appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. PAYMENT OF SALES TAX. Lessee shall be liable at its sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes.

PART FOUR PROPOSED PROJECT

- A. PROPOSED PROJECT. Lessee desires to initially construct one (1) aircraft hangar (“**Hangar**”), on the Leased Premises on the Kissimmee Gateway Airport, (“**Exhibit A**”).
- B. FACILITY SPECIFICATIONS. The Hangar dimensions will be approximately 39,600 square feet. Proposed dimensions of the structure are 110 feet wide, 360 feet long and door opening height at 28 feet high.

1. The proposed site plans to be developed and permitted uses for the Leased Premises shall be subject to final approval by the City and in compliance with the City's Codes and Ordinances. The Facility must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City's land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting.
 2. The Facility shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Facility.
 3. The Facility colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.
 4. Any alterations to the Facility must be approved by the City.
- C. COST. The cost to construct the Facility, including design, airspace study, and vehicle parking and street access will be at the sole cost and expense of the Lessee. The value of the improvements and investment by the Lessee on the Site will be approximately \$1,200,000.00. The Parties acknowledge that this will be a metal building.
- D. USE OF EXISITNG IMPROVEMENTS. Upon the Effective Date of this Agreement, the Lessee will be authorized to have access to the Site and use of the Existing Improvements to determine the design and feasibility of the Proposed Project. Prior to accessing the Site and commencement of any construction activities contemplated hereby Lessee shall obtain, or shall cause its agents and contractors, as applicable, to obtain, and at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly out of such activities. Said insurance shall be issued by solvent, reputable and A-rated or better insurance companies licensed to transact business and in good standing in the state of Florida, naming the City as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.
- E. RECORD KEEPING. Lessee's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases.

PART FIVE PAYMENTS

- A. TIME AND PLACE OF PAYMENT. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.
- B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing ten (10) days after the DUE DATE or 10% after fifteen (15) days and 20% after twenty (20)

days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

PART SIX PRIVILEGES

- A. USE. The Lessor grants to the Lessee the right and privilege to conduct the following Fixed Base Operator activities as described in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport, as amended and incorporated by reference into this Agreement. The Lessee may not use the Leased Premises for any purpose other than the following without the Lessor's prior written consent:

Category "D" – Airframe and Powerplant Repair

Category "E" – Avionics, Instrument and/or Propeller Repair Service

Category "F" – Other Aeronautical Services (Hangar Rental, Aircraft Sales)

- B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in PART SIX (A) above, unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.
- C. INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor. This Agreement shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises as set forth in PART SEVEN (B), pay all taxes in accordance with Part Three, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN (J), and satisfy all of its other obligations under this Agreement.
- B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance

and repair to the Leased Premises:

1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating systems.
2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;
3. Upon occupation of the Leased Premises, maintain current landscaping in the area of the Leased Premises, Exhibit B.
4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor;
5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning codes.
7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Lessee shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, except as previously set forth, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor.
2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the Lessee shall submit a written construction application to the Director of Aviation (“**Director**”), and if the Director requests, the construction application shall be in the form as set forth below. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:
 - a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
 - b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.
 - c. Request for approval of above.
 - d. A schedule for completion of each phase of the improvements.
3. Lessor shall attempt to make a timely disposition of each Lessee construction application and will not arbitrarily or capriciously withhold approval of the same.
4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.
5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of “as-built” drawings including, without limitation, plumbing and electrical systems.

D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all costs of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a

proportional cost of any other future fees enacted to cover the cost of governmental services.

- E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee 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 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 from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area acknowledged by Lessor 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.
- F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the City.
- G. NONDISCRIMINATION. **Exhibit D**, relating to FAA required non-discrimination provisions, is incorporated herein by this reference.
- H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's 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 Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.
- I. NO LIENS.
 - 1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the

“no-lien” contracts are complied with in every particular detail.

2. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.
3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE.

1. Indemnification. Lessee further covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, 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 Lessee's officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence. The City will refer to Lessee promptly upon notice thereof, any claim made or suit instituted against the City 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 a liability and amount. In addition to and without limiting the generality of any other provisions of this Lease Agreement, 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 terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended).

2. Insurance. Lessee shall procure and maintain in effect, at their own expense, for the term of this Agreement, Workers Compensation Insurance as required by Florida Statutes,

or adequate Employee's Liability Insurance; Public Liability Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. Lessee agrees to maintain general liability insurance coverage of \$1,000,000 for each occurrence and over \$10,000,000 general aggregate, as well as the required Auto insurance.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the City of Kissimmee as an additional insured as its interests appear. Lessee shall furnish Lessor 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 Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. 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.

- K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside.

L. RENOVATIONS.

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director of Aviation and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.
2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation

for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

- A. OPERATION AS A PUBLIC AIRPORT. Lessor 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 Lessor to the United States Government under the Federal Airport Act.
- B. ENTRY AND INSPECTION. Lessor 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 Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE DAMAGE OR DESTRUCTION OF LEASED 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 caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, 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 at its own cost and expense. 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. If 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, Lessee shall have the right to terminate this Agreement 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. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

PART TEN 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:

1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.
2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to PART TWELVE (G) of this Agreement and immediately upon or after the occurrence of either of the following events:
 - a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport
 - b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than ninety (90) days.

C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. TERMINATION BY LESSOR. Lessor 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 fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. File 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 to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
6. Appoint or to cause the appointment of a receiver for Lessee;
7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor

of said default.

- E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor 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 Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor.
- F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, 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.

PART ELEVEN RIGHTS UPON TERMINATION

- A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.
- C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee 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.

PART TWELVE GENERAL PROVISIONS

- A. LESSOR'S RESERVED RIGHTS.
 - 1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as

it may reasonably see fit, and provided that City shall use reasonable efforts to preserve Lessee's rights hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Lessee.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor 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 and 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 Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

Lessor 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.

The Lessee expressly agrees, on behalf of itself and its successors and assigns that to the extent it has any rights under this Agreement to conduct any activity on the Airport property, such rights are nonexclusive and City has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee which have not been expressly granted to Lessee elsewhere in this Agreement.

- D. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Lessee and Lessor 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.

- E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against 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 or fees 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 license, 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, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

President
MACH 1 AVIATION, LLC
2800 S. Orange Blossom Trail
Orlando, FL 32805

or such other addresses as the parties may designate to each other in writing.

- H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of 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. AMERICANS WITH DISABILITIES ACT. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Lessee is required to make under this Section, shall be performed to the satisfaction of the City. In

the event the Lessee shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the City as additional Rent hereunder.

- K. ATTORNEY FEE PROVISION. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.
- L. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- M. PUBLIC ENTITIES CRIME NOTICE. The Lessee acknowledges the following notice:

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 \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.
- N. BROKER LANGUAGE. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- O. ESTOPPEL PROVISION. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement which may be recorded in the public records of Osceola County, Florida in City's sole discretion.

- P. ENGINE RUNUPS. Except to the extent that noise restrictions of any governmental City having jurisdiction thereover may preclude or limit the same, Lessee shall have the right to conduct engine runups at the Leased Premises, and/or the nonexclusive right in common with others, to conduct engine runups on the Airport at such location or locations as City may designate from time to time for such purposes, in reasonable proximity to the Leased Premises on the Airport, and subject to the reasonable rules and regulations of City.
- Q. EFFECTIVE DATE. The Effective Date shall mean the date that the last party fully executes this Agreement.

PART THIRTEEN 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 Leased Premises or which might discharge on or under the premises, shall be registered with the appropriated federal, stated, 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 record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.
2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 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 Leased 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 Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. 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.

- B. INDEMNIFICATION. 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 sub-lessees, except to the extent caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee, promptly upon notice thereof, any claim made, or suit instituted against it, which, 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 the 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 disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). From 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. *6901 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, *6901, 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 Leased Premises is prohibited by the City that the Leased Premises will not use or operated in any manner that will result in the storage use treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Leased 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 Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off 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 Leased Premises.
2. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any 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 Leased Premises caused solely by Lessee. 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, liabilities, and all losses.

3. Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the date of this Agreement. The Parties hereby acknowledge that City shall conduct a PHASE I of the Leased Premises, prior to the construction of any improvements by the Lessee. The Lessee shall not be obligated to take possession of the property, until completion of the Phase I, and any remediation work identified by this report has been completed by Lessor. The Phase I conducted shall act as the "Baseline" to establish the environmental condition of the Leased Premises at the time of the commencement of possession by Lessee.
4. Within thirty (30) days of the expiration of this Agreement, Lessee shall prepare an environmental report equivalent to Phase I and if necessary, a Phase II, to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement to compare to the "Baseline" identified in Section 3 above. In the event it is determined during the Agreement or at the expiration of this Agreement, that the Leased Premises contains pollutants in amounts which violate any applicable Federal, State or local governmental standards, Lessee shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists after the Baseline. To the extent permitted by applicable law, Lessee shall indemnify defend and hold the City completely harmless from and against any and all liabilities (including, but not limited to, liability under CERCLA and any other environmental statute, law, ordinance, regulation, rule or order), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable Attorneys' Fees) with respect to any hazardous substances existing at the Leased Premises over and above the Baseline prior to expiration of the Agreement.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

MACH 1 AVIATION, LLC

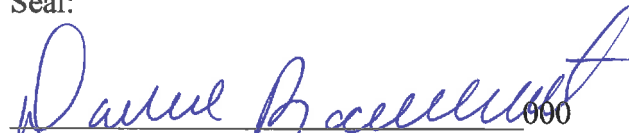


Fred Machado

State of Florida)
County of Osceola)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 24th day of March, 2021, by **Fred Machado**, of **MACH 1 AVIATION, LLC**, a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:


Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA


Olga Gonzalez
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

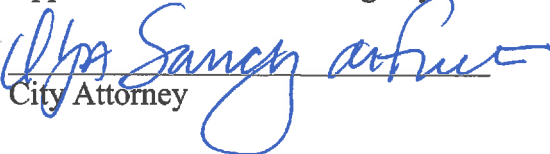

City Attorney

Exhibit A
(Hangar, AOA, Auto Parking)

EXHIBIT "A"

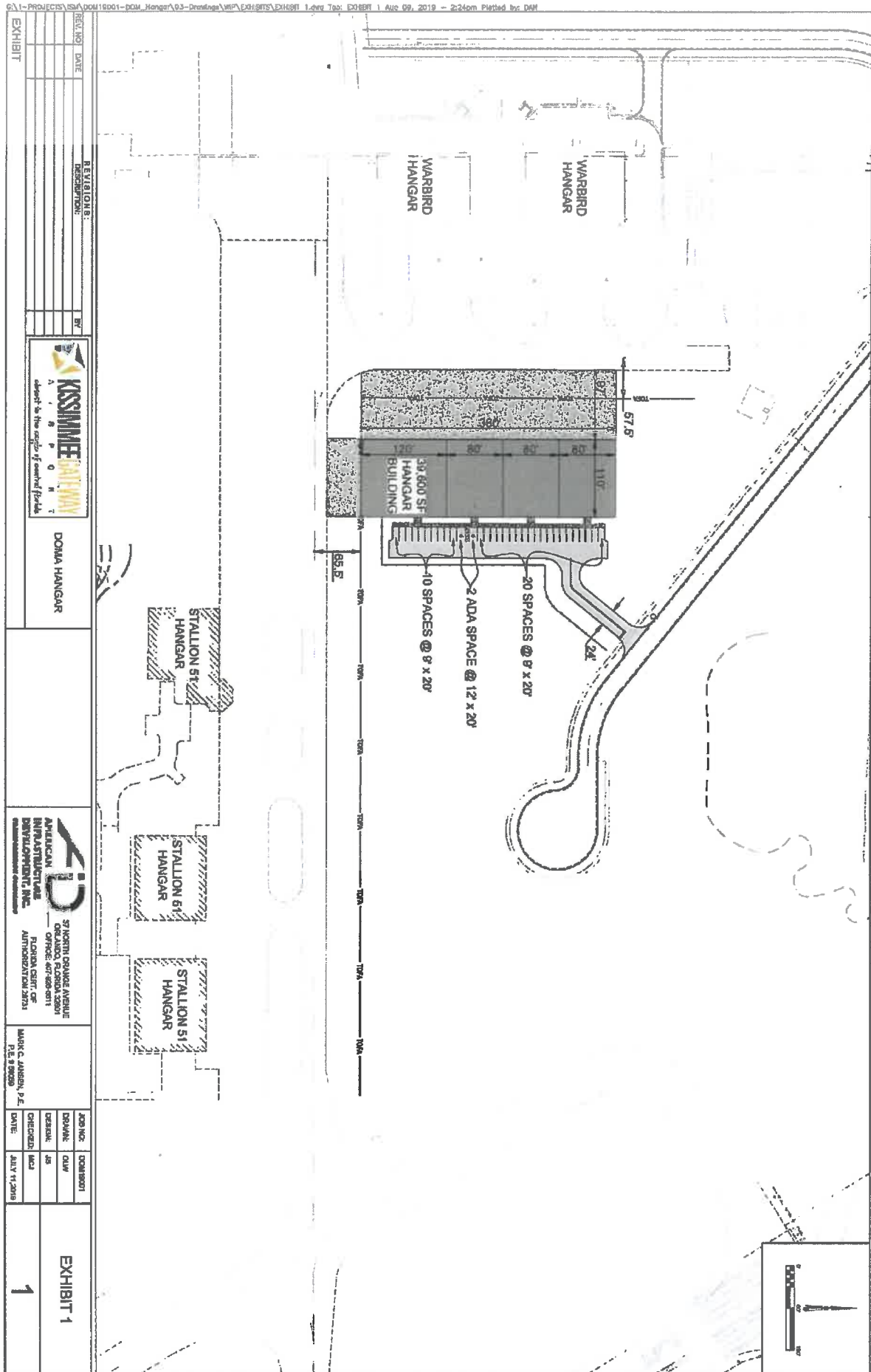


Exhibit B
(Parcel Survey)

DESCRIPTION
(EXHIBIT B)

A PORTION OF LAND LYING WITHIN TRACT FD-1, KISSIMMEE AIRPORT BUSINESS AIR PARK AS RECORDED IN PLAT BOOK 27, PAGE 14, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT FD-1, KISSIMMEE AIRPORT BUSINESS AIR PARK, AS RECORDED IN PLAT BOOK 27, PAGE 14, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 89°53'14" WEST ALONG THE SOUTH LINE OF TRACT FD-1 A DISTANCE OF 443.86 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 53' 14" WEST ALONG SAID SOUTH LINE OF TRACT FD-1, 195.40 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 89°41'54" AND AN ARC LENGTH OF 117.41 FEET (CHORD: NORTH 45° 15' 49" WEST, 105.79') TO A POINT OF TANGENCY; THENCE NORTH 00° 24' 52" WEST, 424.80 FEET; THENCE NORTH 39° 07' 07" EAST, 162.46 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF AIRPARK WAY (60 FEET WIDE RIGHT OF WAY PER SAID PLAT BOOK 27, PAGE 14); THENCE SOUTH 50° 52' 53" EAST ALONG SAID RIGHT OF WAY LINE, 280.85 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 39° 07' 07" WEST, 31.45 FEET; THENCE SOUTH 00° 24' 52" EAST, 373.26 FEET; THENCE SOUTH 89° 53' 14" WEST, 30.00 FEET; THENCE SOUTH 00° 24' 52" EAST, 50.00 FEET TO THE POINT OF BEGINNING;

CONTAINING THEREIN 162,937.11 SQUARE FEET (3.74 ACRES), MORE OR LESS.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39°07'07"W	31.45'
L2	S89°53'14"W	30.00'
L3	S0°24'52"E	50.00'
L4(C)	N0°31'16"W	32.00'
L4(P)	N0°37'30"W	32.00'
L5(C)	S89°55'19"W	96.05'
L5(P)	S89°53'00"W	96.04'
L6(M)	S0°25'11"E	53.12'
L6(P)	N0°25'33"W	53.09'
L7(C)	N39°29'59"E	9.30'
L7(P)	N39°46'16"E	9.30'
L8(M)	S89°15'59"W	59.60'
L8(P)	S89°22'43"W	59.38'
L9(M)	N89°39'26"E	15.29'
L9(P)	N89°58'13"W	15.20'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1(C)	89°41'54"	75.00'	117.41'	N45°15'49"W	105.79'
C2(M)	39°05'56"	189.92'	129.60'	S70°25'51"E	127.10'
C2(P)	39°04'59"	190.00'	129.60'	S70°25'44"E	127.11'
C3(M)	89°11'37"	15.90'	24.76'	N45°48'52"W	22.33'
C3(P)	88°04'06"	16.00'	24.59'	N45°56'10"W	22.24'
C4(M)	179°29'16"	72.94'	228.48'	N89°02'18"E	145.87'
C4(P)	178°05'53"	73.00'	226.91'	N89°02'57"E	145.98'
C5(M)	90°08'10"	44.94'	70.70'	S44°41'21"W	63.63'
C5(P)	89°58'37"	45.00'	70.67'	S44°33'04"W	63.63'
C6(M)	39°13'23"	129.71'	88.79'	N19°36'40"E	87.07'
C6(P)	39°06'46"	130.00'	88.74'	N19°33'23"E	87.03'
C7(M)	90°07'45"	39.45'	62.06'	S84°03'14"W	55.85'
C7(P)	90°00'00"	39.50'	62.05'	S84°06'46"W	55.86'

LEGEND:

EB	ENGINEERING BUSINESS	PB	PLAT BOOK	(C)	CALCULATED DATA
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE	(M)	FIELD MEASURED
(NR)	NON RADIAL	PRC	POINT OF REVERSE CURVATURE	(P)	PLAT DATA
NT	NON TANGENT	POB	POINT OF BEGINNING	PC	POINT OF CURVATURE
ORB	OFFICIAL RECORDS BOOK	PRC	POINT OF REVERSE CURVATURE	PT	POINT OF TANGENCY
PG	PAGE OR PAGES	PT	POINT OF TANGENCY	LS	LICENSED SURVEYOR

THIS IS NOT A BOUNDARY SURVEY.

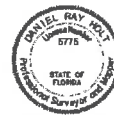
SURVEYOR'S NOTES:

- BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT FD-1, KISSIMMEE AIRPORT BUSINESS AIR PARK AS RECORDED IN PLAT BOOK 27, PAGES 14, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, HAVING A MEASURED BEARING OF N89°53'14"E.
- THIS IS A SKETCH AND DESCRIPTION AND IS NOT A BOUNDARY SURVEY AS SUCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHT-OF-WAYS, OR ENCUMBRANCES OF RECORD, NOR WAS THE TITLE WORK PROVIDED TO THIS SURVEYOR. THERE MAY BE EASEMENTS AND/OR ENCUMBRANCES OF RECORDS WHICH AFFECT OR OVERLAP INTO THE PARCEL BEING DESCRIBED HEREIN.

NOT VALID WITHOUT SHEET 2 OF 2

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF FLORIDA STATUTES.

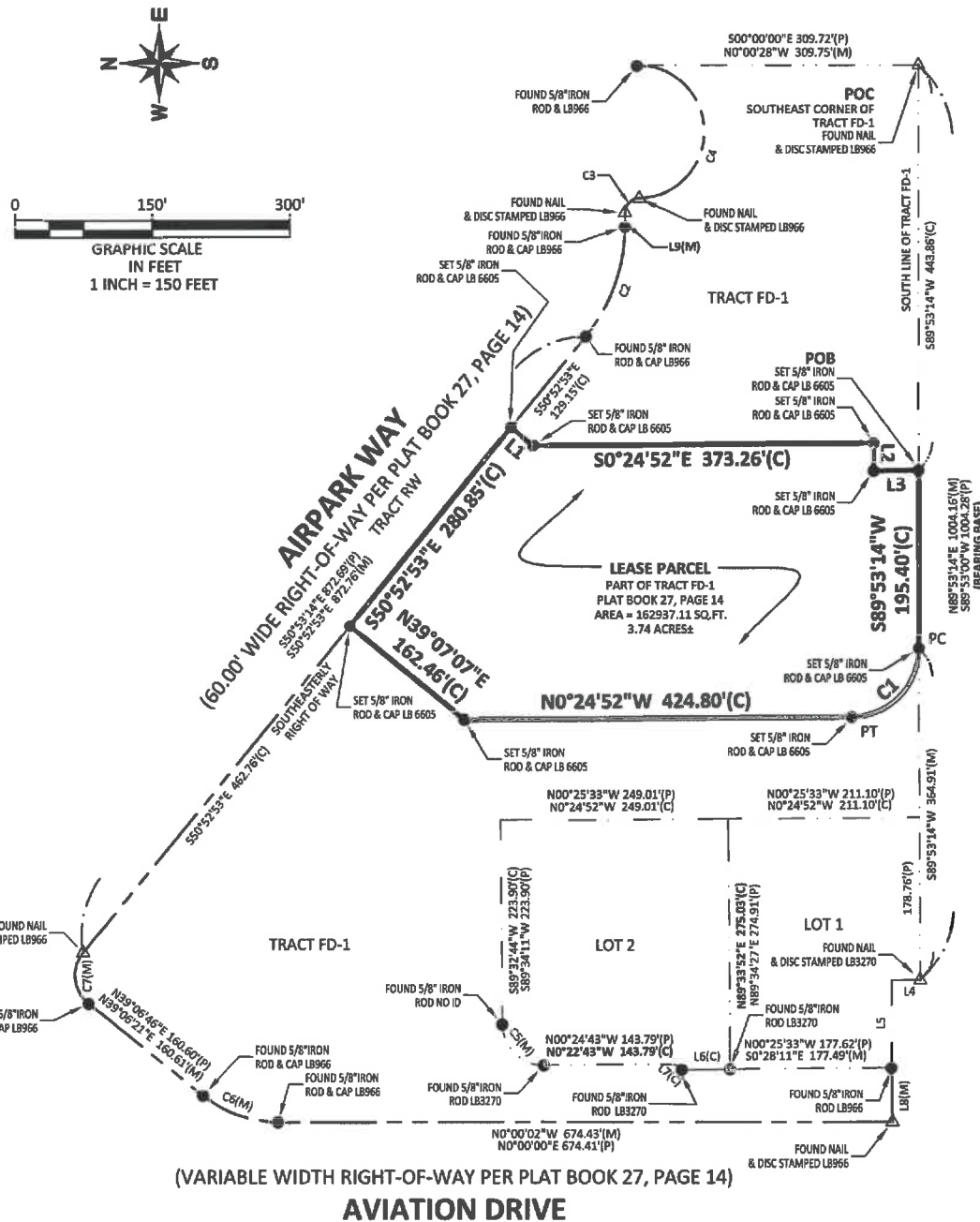


Digitally signed by
Daniel Ray Holt
Date: 2021.04.22
08:31:01-04'00'

DANIEL RAY HOLT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS5775

THIS SKETCH IS NOT VALID UNLESS IT BEARS THE LIVE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER
(UNLESS AN ELECTRONIC SEAL IS USED)

DESCRIPTION	DATE	 ENGINEERS • PLANNERS • SURVEYORS 1012 EMMETT STREET, STE A, KISSIMMEE, FL 34744 PHONE (407) 846-1216 CERTIFICATE OF AUTHORIZATION: 32059 EB NO. 8336 LB NO. 6605	PROJECT INFORMATION
PREPARED			JOB # 21-0094
4-17-21			DRAWN BY AR
			REVIEWED BY DRH
			SHEET 1 OF 2



NOT VALID WITHOUT SHEET 1 OF 2

DESCRIPTION	DATE	 KPMFranklin ENGINEERS • PLANNERS • SURVEYORS 1012 EMMETT STREET, STE A, KISSIMMEE, FL 34744 PHONE (407) 846-1216 CERTIFICATE OF AUTHORIZATION: 32050 EB NO. 8330 LB NO. 6005	PROJECT INFORMATION
PREPARED			JOB # 21-0094
4-17-21			DRAWN BY AR
			REVIEWED BY DRH
			SHEET 2 OF 2

Exhibit C

(MOU Dated March 19, 2019; Amendment to The MOU Dated September 11, 2019)

CITY OF KISSIMMEE / PROJECT MACH 1 MEMORANDUM OF UNDERSTANDING

1. Project Mach 1 wishes to construct, initially one (1) aircraft maintenance hangar, on approximately two acres of land at the City of Kissimmee (hereinafter City) /Kissimmee Gateway Airport property, in the Business Airpark.
2. The cost to construct the hangar(s), including design, airspace study, taxiway access, aircraft and vehicle parking and street access will be at the sole cost and expense of Project Mach 1. These improvements will be known hereinafter as the Facility.
3. Prior to the execution of any construction agreement, Project Mach 1 will place an amount equal to 20% of the entire cost of the accepted construction bid price on deposit with the City in an interest-bearing account.
4. Lessee's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases. After approximately 70% of the construction cost has been paid to Project Mach 's contractors, and with 30 days minimum notice, funds on deposit with the City can be drawn down to pay construction costs, provide adequate Pay Applications and Lien Releases are provided to the Director of Aviation.
5. The minimum building dimensions are: Width: 200 ft., Length: 80 ft., Door Opening Height: 28 ft., and the Facility size will be a minimum of 16,000 sq. ft. with a hangar bay and office/shop facilities. The Facility will have a building sprinkler system installed in accordance with City of Kissimmee ordinances for commercial buildings and the NFPA. Additional fire protection may be required based on the intended use of the hangar for aircraft maintenance. The hangar and trim color must be approved by the Director of Aviation and generally match existing hangars in the vicinity of the Business Airpark at Kissimmee Gateway Airport.
6. Rent will commence on the earlier date of either: eighteen months (18) from the date of execution of this agreement; or the date a Certificate of Occupancy is issued for Facility. Rent will be based on the rate established by the City Commission of \$0.20 per square foot per year for aviation land usable to develop vertical facilities, and \$0.10 for land useable only for aircraft parking. Final square footage for lease/rent purposes will be determined by the submitted site plan, and incorporated into the Lease Agreement, subject to an increase based on the rate of Consumer Price Index (CPI) every three years. Project Mach 1 is also responsible for any fees or taxes associated with the operation of the Facility or business activity.

7. The City agrees to a ground lease base term of thirty (30) years. Provided Lessee is not in default of the Lease Agreement, Lessee will be granted an option to renew this Agreement upon all of the existing terms and conditions for one (1) additional term of ten (10) years. If a second hangar of similar size is constructed within five (5) years of receiving a Certificate of Occupancy (C.O.) for the first hangar to be constructed under this Memorandum of Understanding, the lease term for all facilities will be reset to the date of Certificate of Occupancy (C.O.) for the second hangar. At the end of the lease term(s), the title of hangar will revert to the City and will be owned by the City. Project Mach 1 will be responsible for all maintenance and repair of the Facility during the term(s) of the lease.
8. Project Mach 1 will carry full insurance on the hangar once constructed, and in the amount designated in the Aeronautical Minimum Standards for the proposed aircraft maintenance activity.
9. Project Mach 1 shall have the right to sublease the facility only after approval by the City Commission.
10. Any alterations to the hangar must be approved by the City.
11. Project Mach 1 can anticipate its construction costs will include all permit fees, impact fees, and engineering costs and other costs associated with constructing the Facility.

Dated this 19th day of March, 2019.

CITY OF KISSIMMEE



Mayor – Commissioner
Jose Alvarez

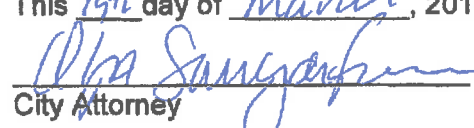
ATTEST:



City Clerk

Approved as to form and legality.

This 19th day of March, 2019.



City Attorney

Page 2 of 3

Project Mach 1

[Signature]

By: Fred Machado

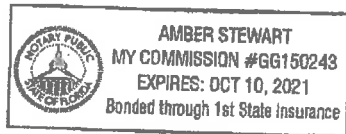
As: Manager

State of: Florida

County of: Lake

The foregoing instrument was acknowledged before me on this 11 day of March, 2019 by Fred Machado.
He/She is personally known to me, or has produced his/her driver's license, or his/her N/A as identification and did/did not take an oath.

Seal:



[Signature]
Notary Public, State of Florida

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KISSIMMEE AND PROJECT MACH 1**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("First Amendment") is entered into this 11th day of September, 2019, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida (the "City"), and "**PROJECT MACH 1**" a Florida limited liability company, whose business address is...

WITNESSETH

WHEREAS, the City and Project Mach1 entered that certain Memorandum of Understanding ("MOU") dated March 19, 2019, pertaining to that certain real property more particularly described on Exhibit "A" attached hereto (the "Property") located in the City of Kissimmee, Florida; and

WHEREAS, the City and the Project Mach1 desire to further amend the MOU as provided herein and restate the provisions of the original Memorandum of Understanding that are to remain, so that this is the current binding MOU between the parties.

NOW, THEREFORE, in consideration of the premises, mutual promises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.
2. **Project.** Project Mach1, wishes to initially construct one (1) aircraft hangar, on approximately two acres of land at the City/Kissimmee Gateway Airport property, within the Business Airport.
3. **Cost.** The cost to construct the hangar, including design, airspace study, taxiway access, aircraft and vehicle parking and street access will be at the sole cost and expense of Project Mach1. These improvements will be known hereinafter as the "Facility."
4. **Lease.** The City agrees to enter into a ground lease with Project Mach1, in a separate instrument, which is subject to FAA final approval. Project Mach1 will be responsible for all maintenance and repair of the Facility during the term(s) of the lease.
 - a. Provided Project Mach1 is not in default of the Lease Agreement, Mach1 will be provided an option to renew this Agreement, under the existing terms and conditions contained herein for one (1) additional term of ten (10) years.
 - b. Project Mach1 shall have the right to sublease the Facility only after approval by the City Commission.

- d. At the end of the lease term(s), the title of Facility will revert to the City and will be owned by the City.

5. Facility Specifications. The projected Facility dimensions are: Width: 110 ft., Length: 360 ft., Door Opening Height: 28 ft., and Facility size projected to be 39,600 SFT. Proposed Facility uses include: Helicopter Dealership (occupying approx. 13,200 SFT); Aviation Specialty Shop (approx. 8,800 SFT); Airplane Maintenance Shop (approx. 8,800 SFT); Aviation Maintenance School (8,800 SFT). Site plans and uses are subject to final approval by the City and compliance with the City's Codes and Ordinances.

- a. The Facility will have a building sprinkler system installed in accordance with City of Kissimmee ordinances for commercial buildings and the NFPA. Additional fire protection may be required based on the intended uses within the Facility.
- b. The Facility colors must be approved by the Director of Aviation and generally match existing hangars adjacent to, or in the vicinity of the Business Airpark at Kissimmee Gateway Airport.
- c. Any alterations to the Facility must be pre-approved by the City.

6. Rent. Rent shall commence on the earlier date of either: eighteen (18) months from the date of execution of this MOU; or the date a Certificate of Occupancy is issued for Facility. Rent will be based on the rate established by the City Commission of \$0.20 per square foot per year for aviation land for the entire footprint of Facility, minus the land useable only for aircraft parking, which will be based on a rate of and \$0.10 per square foot. Final square footage for lease/rent purposes will be determined by the submitted site plan, and incorporated into the Lease Agreement, which is also subject to an increase based on the rate of Consumer Price Index (CPI) every three years. Project Mach1 is also responsible for any fees or taxes associated with the operation of the Facility or business activity.

7. Insurance. Project Mach1 will carry full insurance on the Facility once constructed, and in the amount designated in the Aeronautical Minimum Standards.

8. Record Keeping. Project Mach1's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases. After approximately 70% of the construction cost has been paid to Project Mach1's contractors, and with 30 days minimum notice, funds on deposit with the City can be drawn down to pay construction costs, provide adequate Pay Applications and Lien Releases are provided to the City and accepted.

9. FAA Approval. The Parties hereto acknowledge that the terms, conditions and

obligations enumerated in this MOU shall be formalized and memorialized in a Lease Agreement executed by the Parties which is subject to FAA final approval.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 11th day of September, 2019.

CITY OF KISSIMMEE

ATTEST

Ronda S. Harsell
City Clerk

Jose Alvarez, Mayor - Commissioner

Approved as to form and legality.

[Signature]
City Attorney

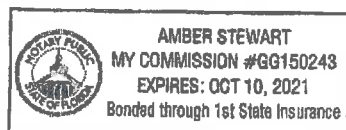
Project Mach 1

Fred Machado
President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 28 day of August, 2019, by Fred Machado as President of Project Mach 1, who is personally known to me or has produced identification.

Notary Seal:



Notary: Amber Stewart
Print Name: Amber Stewart
My Commission Expires: 10/10/21

Seal

Exhibit D

FAA Required Contract Provisions GENERAL CIVIL RIGHTS PROVISIONS

If and to the extent applicable as a matter of law, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee shall be obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”), agrees as follows, if and to the extent applicable as a matter of law:

Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Lesseees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Lessee or supplier will be notified by the Lessee of the Lessee’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: If and to the extent applicable as a matter of law, the Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and

Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-Lessee, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will 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 thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.
2. In the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Lessee agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law, such may be amended from time to time upon thirty (30) days' advanced written notice to Lessee:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (Prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ITEM 7.G

Quitclaim Deed by the City of Kissimmee to vacate any hold on the north 30 feet of Parcel 21-25-29-1420-0001-0600

Request

Approve the quitclaim deed by the City of Kissimmee to vacate any hold on the north 30 feet of Parcel 21-25-29-1420-0001-0600

Explanation

On December 19, 2017, the City Commission approved a quitclaim deed for the southern 30 feet of parcel 21-25-29-1420-0001-0370 to the property owner at the time. This returned land given to the City in 1972. The corresponding northern 30 feet of parcel 21-25-29-1420-0001-0600 was also given to the City in 1972 but not returned to the owner at the time in 2017. The current owner has requested this portion be returned by the City. The attached document accomplishes this.

The site is slated for development of a multi-family development. The action of the quitclaim deed will assure the property is used to its full potential.

Recommendation

Approve the quitclaim deed by the City of Kissimmee to vacate any hold on the north 30 feet of Parcel 21-25-29-1420-0001-0600

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. 2022.06.22 - Deed from City of Kissimmee to SPFL North Rose LLC (North 30 feet of Lot 60)

This instrument prepared by and to be returned to:

David L. Arons, Esq.
SPFL North Rose, LLC c/o Saxon Partners
25 Recreation Park Drive, Suite 204
Hingham, MA 02043

Property Appraiser's Parcel ID Number: 21-25-29-1420-0001-0600

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of _____, 2022, by **City of Kissimmee**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 ("Grantor"), and **SPFL North Rose, LLC**, a Delaware Limited Liability Company, whose address is c/o Saxon Partners, LLC, 25 Recreation Park Drive, Suite 204, Hingham, Massachusetts 02043 ("Grantee"):

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, remise, release and quitclaim unto Grantee forever, all right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in County of Osceola, State of Florida:

The northern thirty (30) feet of Lot 60, all as shown on Plat of Florida Land & Improvement Co. Addition as recorded in Plat Book A at Page 24 of the Public Records of Osceola County, Florida.

The Grantor means and intends to convey to the Grantee all right, title, and interest in Lot 60 that the Grantor acquired by virtue of the Right of Way Deed from William H. Prather, Mary Frances Prather, William H. Prather Jr., Edna T. Prather, and Marilyn Prather Corr dated September 18, 1972, and recorded in the Official Records of Osceola County, Florida, Book 250, Page 196 on October 18, 1972.

The Grantor previously conveyed Lot 37 and Lot 38 depicted on the above-referenced plan to William H. Prather Jr., and Edna T. Prather, husband and wife, and Three Prathers, LLC, a Florida limited liability company, by a Quit-Claim Deed dated November 21, 2017, and recorded in the Official Records of Osceola County, Florida, **Book 5256, Pages 1956-1959** on December 19, 2017.

This conveyance is executed and delivered for the purpose of releasing and conveying to the Grantee any easement, right, title, claim or interest that the Grantor may have acquired by conveyance, prescription, or otherwise in the above-described property (the "Property") by virtue of its construction or installation of any drainage pipes, ditches, and/or related improvements (the "Drainage Improvements") in, upon, or adjacent to the Property. By execution and delivery of this Deed to the Grantee, the Grantor acknowledges and represents that it hereby waives and releases any right, claim, or cause of action it may have against the Grantee, its successors and assigns arising out of their closure, filling, or alteration or removal of the Drainage Improvements; and further waives and releases any prescriptive easement or other rights that Grantor might or could acquire in the Property by virtue of the continued existence, use, and/or

maintenance of the Drainage Improvements. Grantor is not reserving any interest pursuant to 270.11, Florida Statute.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

GRANTOR, CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

WITNESSES:

Mike Steigerwald, City Manager

Desire Mathews, Deputy City Manager

ATTEST:

By: Linda S. Hansell, City Clerk

Approved as to form and legality

By: Olga Sanchez de Fuentes, City Attorney

ITEM 7.H

Sixth Amendment to FBO Ground Lease with Sheltair Kissimmee, LLC

Request

Commission approval and execution of the Sixth Amendment to the Fixed Base Operator Lease Agreement with Sheltair Kissimmee LLC, for hangar development located at the Airport's southeast general aviation area near Patrick Street.

Explanation

Sheltair Kissimmee, LLC (Sheltair), entered into a ground lease agreement in 2001 with the intent of constructing multiple, individual aircraft storage hangars (t-hangars). Phase I and Phase II construction of 66 t-hangars was completed in 2003. Phase 3 completed an additional 26 hangars in 2009. Phase 4 proposes an additional 12 t-hangars and 10 - 50' x 50' box hangars, with groundbreaking expected this summer. Per the agreement, completion of Phase 4 will allow Sheltair to extend the ground lease an additional 30 years.

Sheltair has requested the extension of the lease, upon completion of Phase 4, for an additional 30-year term. The property will be surveyed, and the ground rental rate will be set at the current \$0.27 per square foot with language addressing CPI and future ground rental appraisals to ensure fair market values are obtained during the lease term.

Recommendation

Staff recommends Commission approval of the Sixth Amendment to the Ground Lease with Sheltair Kissimmee, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. 6th Amendment Sheltair
2. Sheltair FBO Lease Agreement 6-12-2001

SIXTH AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT

THIS SIXTH AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT ("Sixth Amendment") is executed on this ____ day of _____, 2022 ("Execution Date") and is retroactively effective by agreement of the Parties as of April 1, 2022 ("Effective Date"), by and between the City of Kissimmee, State of Florida, a municipal corporation by and under the authority of the laws of the State of Florida, hereinafter referred to as the "City", and Sheltair Kissimmee, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, the City and the Lessee previously entered into that certain FBO Lease Agreement dated June 12, 2001 ("Lease") pursuant to which the City leased to Lessee certain real property located at Kissimmee Gateway Airport, such real property hereinafter referred to as the "Leased Premises");

WHEREAS, the City and Lessee have previously amended the Lease on or about February 18, 2003 pursuant to that certain First Amendment to Fixed Base Operator's Lease Agreement ("First Amendment"); on November 13, 2007 pursuant to that certain Second Amendment to Original Lease Agreement for Development of Phases Three and Four, Construction of Aircraft Storage Hangars, and Selection of Electric Utility ("Second Amendment"); on August 5, 2008 pursuant to that certain Third Amendment to Fixed Base Operator Lease Agreement ("Third Amendment"); on February 2, 2016 pursuant to that certain Fourth Amendment to Fixed Base Operator Lease Agreement ("Fourth Amendment"); and on April 6, 2021 pursuant to that certain Fifth Amendment to Fixed Base Operator Lease Agreement ("Fifth Amendment") (collectively the Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment shall be referred to as the "Amended Lease");

WHEREAS, the Second Amendment and as confirmed in the Fourth Amendment, Lessee was granted a continuing Right of First Refusal over approximately two (2) acres +/- of real property described therein as Phase Four ("Phase Four ROFR");

WHEREAS, the Lessee has paid the Phase Four ROFR fee for the Phase Four ROFR annually to the City as required under the Amended Lease; and

WHEREAS, Lessee now desires to execute this Sixth Amendment in order to exercise its Phase Four ROFR in accordance with the terms of the Amended Lease.

WITNESSETH:

NOW, THEREFORE, in exchange for good and valuable consideration, the adequacy of which is hereby explicitly acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.

2. **Exercise of Phase Four ROFR/Extension of Term.** The Parties acknowledge that as of the Effective Date, Lessee has properly exercised the Phase Four ROFR in accordance with the terms of the Amended Lease. The Parties acknowledge that the provisions of the Second Amendment, Sections 5 through 8, and as to Section 10 shall therefore apply, including without limitation the terms of Section 10 which provide for an automatic extension of the Term for a full thirty (30) years running from the date of issuance of the Certificate of Occupancy for Phase Four, as defined therein.

3. **Addition of Phase Four to the Leased Premises.** The Leased Premises as defined in the Amended Lease is hereby modified to now include the additional real property described as Phase Four, as Phase Four is more specifically set forth on Exhibit "A" hereto. The Leased Premises shall be as comprised on Exhibit "A" and Composite Exhibit "A-1". The agreed upon square footage for each Phase of the Leased Premises for Rent calculation purposes is as set forth on Composite Exhibit "A-2", with the Phase Four square footage to be calculated and added by written notice and based on the final As-Built survey, which survey shall be obtained at Lessee's sole cost and expense and delivered to Lessor with the written notice of Phase Four square footage within thirty (30) days of Lessee's receipt of the Certificate of Occupancy for Phase Four

4. **Article V, Rent.** Article V, entitled Rent, is hereby amended as follows:

The Section entitled RENT ADJUSTMENTS is hereby deleted and replaced as follows:

RENT ADJUSTMENTS. Lessor 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. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

RENT. Notwithstanding anything herein to the contrary, commencing on the date Lessee receives the Certificate of Occupancy for phase 4, the parties agree that the Annual Rent (and corresponding Monthly Rent) shall be adjusted to \$0.27 PSF per year.

CPI ADJUSTMENT.

Beginning three (3) years from the receipt of the first rental payment and every third year thereafter, the parties hereto will compare the price index for said year with the price index as of June 2001 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 June 2001.

The parties further agree that commencing on the first day of the thirty-seventh (37th) month following the date the Lessee receives the Certificate of Occupancy for Phase 4, and on the first day of each thirty-sixth (36th) month thereafter for the remainder of the Term (and any further extension or renewal period if any) (each such date being an "CPI

Adjustment Date”), the parties hereto will compare the Price Index as of the CPI Adjustment Date to the Price Index that existed on the same date three (3) years earlier to establish the percentage increase in the Price Index for such three (3) year period (such percentage increase being, the “**CPI Adjustment Percentage**”). After the Adjustment Percentage is determined, the Annual Rent (and corresponding Monthly Rent) shall be modified retroactive to the applicable CPI Adjustment Date as follows:

(i) If the CPI Adjustment Percentage is one tenth of one percent (0.1%) to five percent (5.0%): Annual Rent (and corresponding Monthly Rent) shall increase by the same value as the CPI Adjustment Percentage up to five percent (5%);

(ii) If the CPI Adjustment Percentage is greater than five and one tenth of one percent (5.1%): Annual Rent (and corresponding Monthly Rent) shall increase by five percent (5%), plus one-half of the CPI Adjustment Percentage in excess of five percent (5%), but in no event more than ten percent (10%). By way of example, if the CPI Adjustment Percentage increases by eight percent (8%), the Annual Rent (and corresponding Monthly Rent) increase shall be six and one half percent (6.5%) (5% plus one-half of the difference between 5% and 8%).

Fair Market Value Adjustment. In addition to the Price Index Adjustment described above, commencing on the first day following the fifth anniversary of the Commencement Date and on each fifth anniversary thereafter for the remainder of the Term (and any Renewal Term) (each such date being an “**Appraisal Adjustment Date**”), the City may obtain an appraisal of ground lease property at the Airport from a MAI certified appraiser that is mutually acceptable to Lessor and Lessee to establish the then Fair Market Rent (as defined below) for the land constituting the Leased Premises, excluding all improvements constructed thereon. If the City deems an appraisal is appropriate due to market conditions, the City shall notify the Lessee of its intention to invoke the right of obtaining an appraisal, sixty (60) days prior to seeking the appraisal and identify in such notice a disinterested MAI appraiser having at least ten (10) years’ experience appraising airport ground rental values in Florida and not having represented Lessor in the previous five (5) year period. Lessee may approve the appraiser in its reasonable discretion. Such determination to complete an appraisal shall be at the sole discretion and expense of the City. The selected appraiser shall be directed to provide a range of values (from Minimum to Maximum) that constitute the then Fair Market Rent for ground leased premises at the Airport as of the applicable Appraisal Adjustment Date. If the lowest value in the range of Fair Market Rent on the Appraisal Adjustment Date is higher than existing Annual Rent, the Annual Rent (and corresponding Monthly Rent) shall be increased (retroactive to the applicable Appraisal Adjustment Date) to lowest value in the range of Fair Market Rent on the Appraisal Adjustment Date, not to exceed a five percent (5%) increase over the then current Annual Rent. In addition, if the Annual Rent is adjusted as provided in this paragraph, the definition of the CPI Adjustment Date shall be amended to mean the thirty-seventh (37th) month following the Appraisal Adjustment Date used to adjust the Annual Rent as provided in this paragraph and third (3rd) anniversary thereafter for the remainder of the Term (and any Renewal Period). As used herein, the term “Fair Market Rent” shall mean the ground rent that an arms’ length third party ground tenant would pay (on a per

square foot basis) to the airport authority for unimproved premises at the Airport, not being under any obligation to do so, taking into account all relevant factors.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Lease shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested.

RENT CAPS. Notwithstanding anything to the contrary in this Lease, in no event shall the Annual Rent (and corresponding Monthly Rent) increase under this Article V by more than ten percent (10%) during any ten (10) year period during the Term.

5. **Amended Memorandum of Amended Lease.** The Parties hereby agree to execute simultaneously with this Sixth Amendment, an Amended Memorandum of Amended Lease in a form substantially similar to the one attached hereto as Exhibit "B" and the City hereby authorizes Lessee to record same against the Leased Premises at Lessee's expense thereafter.

6. **Title.** The Parties hereby agree that the leasehold interest being granted hereunder as to Phase Four shall be insurable as to title by Lessee. Lessee shall obtain title insurance within sixty (60) calendar days of the date of this Sixth Amendment. In the event a title condition exists which renders the leasehold interest being granted as to Phase Four hereunder not insurable, City shall take all commercially reasonable actions necessary to render Phase Four insurable as to title by Lessee within a reasonable time.

7. **Amended Lease.** Except as specifically and explicitly hereby amended, the Amended Lease thereto shall remain in full effect and binding on the City and Lessee and the Parties hereto hereby ratify same.

CITY OF KISSIMMEE, FLORIDA

Mayor Commissioner

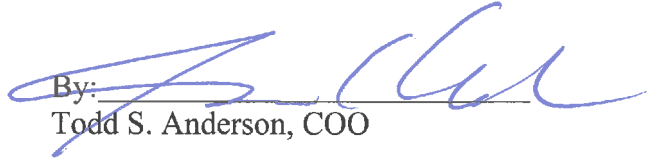
ATTEST:

City Clerk

Approved as to form and legal sufficiency

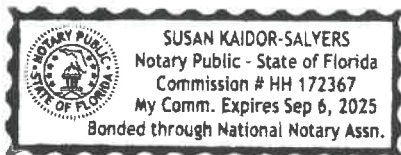
By: _____
City Attorney

LESSEE:
SHELTAIR KISSIMMEE, LLC
a Florida limited liability company

By: 
Todd S. Anderson, COO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 28 day of June, 2022 by Todd S. Anderson, as Chief Operating Officer of Sheltair Kissimmee, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.




Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
Susan Kaidor-Salyers
(Name typed, printed or stamped)
HH 172367
(Serial number, if any)

EXHIBIT "A"

PHASE FOUR

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, Airport Subdivision, according to the plat thereof, as recorded in plat book 1, page 374, of the public records of Osceola County, Florida, and run thence North 89°51'29"West, along the South right-of-way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, said Airport Subdivision; thence North 00°18'31"East, along the West line of said Airport Subdivision, a distance of 33.92 feet; thence South 89°06'46"West, a distance of 161.50 feet to the Point-of-Beginning of the herein described parcel; thence continue South 89°06'46"West, a distance of 300.00 feet to a point lying 30.00 feet East, of the centerline of Red Baron Lane; thence North 00°53'14"West, parallel to and 30.00 feet East of, said centerline, a distance of 392.57 feet; thence North 89°06'46"East, a distance of 300.00 feet; thence South 00°53'14"East, a distance of 392.57 feet to the said Point-of-Beginning.

Containing 2.704 Acres, more or less.

COMPOSITE EXHIBIT "A-1"

LEGAL DESCRIPTION OF LEASED PREMISES

Parcel 1: (Phase 1 & 2)

Commencing at a point on the Northerly right of way line of Patrick Street and the Easterly boundary line of Kissimmee Airport, (being a Found 4" X 4" concrete monument LS 4838), run thence North 00 degrees 08' 52" East, along said Easterly boundary line, a distance of 382.59 feet to the Northwest corner of Lot 9, Airport Subdivision, as filed and recorded in Plat Book 1, Page 374 of the Public Records of Osceola County, Florida, (being a Found 4" X 4" concrete monument No. I.D); run thence South 85 degrees 11' 17" West, a distance of 530.00 feet to the Point of Beginning; run thence South 89 degrees 07'06" West, a distance of 331.20 feet; run thence North 00 degrees 52' 54" West, a distance of 548.35 feet; run thence North 58 degrees 16' 11" East, a distance of 47.76 feet; run thence North 00 degrees 52'54" West, a distance of 27.84 feet; run thence North 89 degrees 07'05" East, a distance of 46.61 feet; run thence North 58 degrees 16'11" East, a distance of 48.33 feet; run thence North 00 degrees 52'45" West, a distance of 39.95 feet; run thence North 89 degrees 07'15" East, a distance of 66.87 feet; run thence North 58 degrees 16'11" East, a distance of 11.00 feet; run thence North 89 degrees 07'06M East, a distance of 125.77 feet; run thence South 00 degrees 52'54" East, a distance of 671.04 feet to the Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida.

And

Parcel 2: (Phase 3)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, AIRPORT SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 374, of the Public Records of Osceola County, Florida, and run thence North 89 degrees 51'29" West, along the South right of way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, of said AIRPORT SUBDIVISION; thence North 00 degrees 18' 31" East, along the West line of said AIRPORT SUBDIVISION, a distance of 33.92 feet; thence South 89 degrees 06' 46" West, a distance of 161.50 feet; thence North 00 degrees 53' 14" West, a distance of 392.57 feet to the Point of Beginning of the herein described parcel: thence continue North 00 degrees 53'14" West, a distance of 306.31 feet; thence South 89 degrees 06'46" West, a distance of 300.00 feet to a point lying 30.00 feet East, of the Northerly centerline extension of Red Baron Lane; thence South 00 degrees 53'14" East, parallel to and 30.00 feet East of said centerline, a distance of 30&.31 feet; thence North 89 degrees 06'46" East, a distance of 300.00 feet to the said Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida.

And

(Phase Four)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, Airport Subdivision, according to the plat thereof, as recorded in plat book 1, page 374, of the public records of Osceola County, Florida, and run thence North 89°51'29"West, along the South right-of-way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, said Airport Subdivision; thence North 00°18'31"East, along the West line of said Airport Subdivision, a distance of 33.92 feet; thence South 89°06'46"West, a distance of 161.50 feet to the Point-of-Beginning of the herein described parcel; thence continue South 89°06'46"West, a distance of 300.00 feet to a point lying 30.00 feet East, of the centerline of Red Baron Lane; thence North 00°53'14"West, parallel to and 30.00 feet East of, said centerline, a distance of 392.57 feet; thence North 89°06'46"East, a distance of 300.00 feet; thence South 00°53'14"East, a distance of 392.57 feet to the said Point-of-Beginning.

Containing 2.704 Acres, more or less.

COMPOSITE EXHIBIT "A-2"

LEASED PREMISES SQUARE FEET

DESCRIPTION	SQUARE FEET
PHASE ONE	
PHASE TWO	
PHASE THREE	
PHASE FOUR	

EXHIBIT “B”

AMENDED MEMORANDUM OF AMENDED LEASE

AMENDED MEMORANDUM OF AMENDED LEASE AGREEMENT

By and Between

The City of Kissimmee, a municipal corporation of the State of Florida

as Lessor

and

Sheltair Kissimmee, LLC, a Florida limited liability company

as Lessee

Premises: Certain real property located at the Kissimmee Gateway Airport, more particularly described on Composite Exhibit "A" attached hereto and made a part hereof.

**PREPARED BY:
RECORD AND RETURN TO:**

Allyson D. Goodwin Esq.
Saavedra | Goodwin
888 S.E. 3rd Ave., Suite #500
Ft. Lauderdale, FL 33316
p. (954) 767-6333
f. (954) 767-8111

AMENDED MEMORANDUM OF AMENDED LEASE AGREEMENT

THIS AMENDED MEMORANDUM OF AMENDED LEASE AGREEMENT is made as of _____, 2022, by and between THE CITY OF KISSIMMEE, a municipal corporation of the State of Florida (hereinafter referred to as “Lessor”), and SHELTAIR KISSIMMEE, LLC, a Florida limited liability company (hereinafter referred to as “Lessee”).

TAKE A NOTICE THAT:

1. Amended Lease: A Fixed Base Operator’s Lease Agreement dated June 12, 2001, was entered into by and between Lessor, and Lessee recorded in Official Records Book 2052, Page 1905, Public Records of Osceola County, Florida (“**Lease Agreement**”). The Lease Agreement was subsequently amended by: (i) First Amendment to the Fixed Base Operator’s Lease Agreement dated February 18, 2003 by and between Lessor and Lessee recorded in Official Records Book 3691, Page 1842, Public Records of Osceola County, Florida (“**First Amendment**”); (ii) Second Amendment to Original Lease Agreement for Development of Phases Three and Four, Construction of Aircraft Storage Hangars, and Selection of Electric Utility dated November 13, 2007 as between Lessor and Lessee recorded in Official Records Book 3691, Page 1846, Public Records of Osceola County, Florida (“**Second Amendment**”); (iii) Third Amendment to Fixed Base Operator Lease Agreement dated August 5, 2008 by and between Lessor and Lessee recorded in Official Records Book 3731, Page 1477, Public Records of Osceola County, Florida (“**Third Amendment**”); (iv) an unrecorded Fourth Amendment to Fixed Base Operator Lease Agreement by and between Lessor and Lessee dated February 2, 2016 (“**Fourth Amendment**”) as evidenced by that certain Memorandum of Amended Lease Agreement dated May 16, 2017 recorded in Official Records Book 5164, Pages 1905-1910, Public Records of Osceola County, Florida on June 16, 2017; (v) an unrecorded Fifth Amendment to Fixed Base Operator Lease Agreement by and between Lessor and Lessee dated April 6, 2021 (“**Fifth Amendment**”); and (vi) an unrecorded Sixth Amendment to Fixed Base Operator Lease Agreement by and between Lessor and Lessee dated _____, 2022 with an effective date of April 1, 2022 (“**Sixth Amendment**”). The Lease Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment thereto are hereinafter collectively referred to as the “**Amended Lease**”.

2. Premises: The Premises of the Amended Lease are set forth on Exhibit “A” as attached hereto.

3. Name and address of Lessor: The City of Kissimmee, a municipal corporation of the State of Florida, having an office at Kissimmee Municipal Airport, 401 Dyer Boulevard, Kissimmee, Florida 34741.

4. Name and address of Lessee: Sheltair Kissimmee, LLC, a Florida limited liability company authorized to do business in the State of Florida, having an office at 4860 NE 12th Avenue, Fort Lauderdale, Florida 33334.

6. Term of Amended Lease: The current Term of the Amended Lease is for thirty (30) years ("Term") running from May 5, 2009 and expiring May 4, 2039, subject to possible further extension and/or conditional partial early termination(s) as set forth therein. Without limitation on the foregoing, the parties further acknowledge that : (i) upon receipt of the Certificate of Occupancy for Phase 3, as defined in the Lease, the Term shall be automatically extended to be thirty (30) years from the date of such Certificate of Occupancy; and (ii) upon receipt of the Certificate of Occupancy for Phase 4, as defined in the Lease, the Term shall be automatically further extended to be thirty (30) years from the date of such additional Certificate of Occupancy.

7. Amended Lease, Additional Provisions: The Amended Lease also contains other provisions affecting the Premises which are, respectively, more fully described therein. This Amended Memorandum of Amended Lease Agreement incorporates by reference and makes a part hereof the Amended Lease and all terms, provisions, conditions, options, rights and agreements, including all Amendments thereto, contained and set forth therein, with the same force and effect as if the same were fully set forth herein, said Amended Lease setting forth in details the terms, provisions, conditions, rental, option, rights and agreements that are made a part of this instrument. This Amended Memorandum of Amended Lease Agreement shall not be deemed to alter, modify or amend the Amended Lease.

IN WITNESS WHEREOF, the parties hereunto executed this Amended Memorandum of Amended Lease Agreement this ____ day of _____, 2022.

**SHELTAIR KISSIMMEE. LLC, a Florida
limited liability company**

By: _____

Name: Todd S. Anderson

Title: COO

**THE CITY OF KISSIMMEE
a municipal corporation of the State of
Florida**

By: _____

Name: _____

Title: Mayor Commissioner

ATTEST:

By: _____

Name: _____

Title: City Clerk

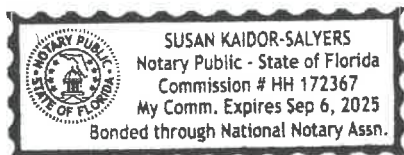
**THE CITY OF KISSIMMEE
APPROVED AS TO FORM AND CORRECTNESS**

By: _____,
_____, City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 28 day of June, 2022 by Todd S. Anderson, as Chief Operating Officer, Sheltair Kissimmee, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.



Susan Kaidor-Salyers
Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
Susan Kaidor-Salyers
(Name typed, printed or stamped)
HH 172367
(Serial number, if any)

NOTARY SEAL

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2022 by _____, _____, and _____, Mayor, Commissioner, and City Clerk respectively, of the City of Kissimmee, Florida, a municipal corporation of the State of Florida, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

(Name typed, printed or stamped)

(Serial number, if any)

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

Parcel 1: (Phase 1 & 2)

Commencing at a point on the Northerly right of way line of Patrick Street and the Easterly boundary line of Kissimmee Airport, (being a Found 4" X 4" concrete monument LS 4838), run thence North 00 degrees 08' 52" East, along said Easterly boundary line, a distance of 382.59 feet to the Northwest corner of Lot 9, Airport Subdivision, as filed and recorded in Plat Book 1, Page 374 of the Public Records of Osceola County, Florida, (being a Found 4" X 4" concrete monument No. I.D); run thence South 85 degrees 11' 17" West, a distance of 530.00 feet to the Point of Beginning; run thence South 89 degrees 07'06" West, a distance of 331.20 feet; run thence North 00 degrees 52' 54" West, a distance of 548.35 feet; run thence North 58 degrees 16' 11" East, a distance of 47.76 feet; run thence North 00 degrees 52'54" West, a distance of 27.84 feet; run thence North 89 degrees 07'05" East, a distance of 46.61 feet; run thence North 58 degrees 16'11" East, a distance of 48.33 feet; run thence North 00 degrees 52'45" West, a distance of 39.95 feet; run thence North 89 degrees 07'15" East, a distance of 66.87 feet; run thence North 58 degrees 16'11" East, a distance of 11.00 feet; run thence North 89 degrees 07'06M East, a distance of 125.77 feet; run thence South 00 degrees 52'54" East, a distance of 671.04 feet to the Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida.

And

Parcel 2: (Phase 3)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, AIRPORT SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 374, of the Public Records of Osceola County, Florida, and run thence North 89 degrees 51'29" West, along the South right of way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, of said AIRPORT SUBDIVISION; thence North 00 degrees 18' 31" East, along the West line of said AIRPORT SUBDIVISION, a distance of 33.92 feet; thence South 89 degrees 06' 46" West, a distance of 161.50 feet; thence North 00 degrees 53' 14" West, a distance of 392.57 feet to the Point of Beginning of the herein described parcel: thence continue North 00 degrees 53'14" West, a distance of 306.31 feet; thence South 89 degrees 06'46" West, a distance of 300.00 feet to a point lying 30.00 feet East, of the Northerly centerline extension of Red Baron Lane; thence South 00 degrees 53'14" East, parallel to and 30.00 feet East of said centerline, a distance of 30&.31 feet; thence North 89 degrees 06'46" East, a distance of 300.00 feet to the said Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida.

And

(Phase Four)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, Airport Subdivision, according to the plat thereof, as recorded in plat book 1, page 374, of the public records of Osceola County, Florida, and run thence North 89°51'29"West, along the South right-of-way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, said Airport Subdivision; thence North 00°18'31"East, along the West line of said Airport Subdivision, a distance of 33.92 feet; thence South 89°06'46"West, a distance of 161.50 feet to the Point-of-Beginning of the herein described parcel; thence continue South 89°06'46"West, a distance of 300.00 feet to a point lying 30.00 feet East, of the centerline of Red Baron Lane; thence North 00°53'14"West, parallel to and 30.00 feet East of, said centerline, a distance of 392.57 feet; thence North 89°06'46"East, a distance of 300.00 feet; thence South 00°53'14"East, a distance of 392.57 feet to the said Point-of-Beginning.

Containing 2.704 Acres, more or less.

CERTIFICATE OF AUTHORIZATION L.B. 7048

[illegible]

CONTAINS 211,630 SQUARE FEET OR 4.88 ACRES. MORE OR LESS.

NOTE: THIS SURVEY WAS PREPARED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 4304781, SCHEDULE BR.
DATE: MARCH 08, 2011 AT 11:00 PM

PROPERTY LOCATION:
KISSIMMEE AIRPORT

THIS SURVEY IS CERTIFIED TO:
SHELTAR KISSMEYER, LLC, A FLORIDA LIMITED LIABILITY COMPANY
SHELTAR AVIATION, INC., A FLORIDA CORPORATION
SHELTAR AVIATION SERVICES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
TRUSTBANK, IN ITS CAPACITY AS ADMINISTRATIVE AGENT
FOR OR ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR
CHICAGO TITLE INSURANCE COMPANY
LAWYERS LAND TITLE COMPANY
MORRIS, WATKINS & HEINANN
MORE & VAN ALLEN P.C.

THIS IS TO CERTIFY THAT THIS MAP OF THE AREA OF THE STATE OF TEXAS, IN ACCORDANCE WITH THE 301 INDIVIDUAL TITLE SURVEYS, JOINTLY SET-ASIDE BY THE STATE OF TEXAS, IN 1903, IS A CHOICE TO THE FIELD WORK WAS COMPLETED ON THE 15th OF JULY, 1903.

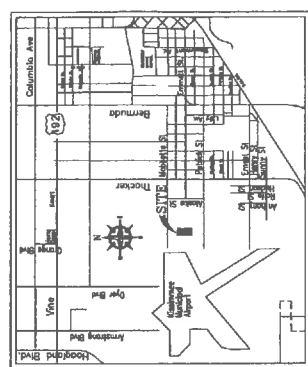
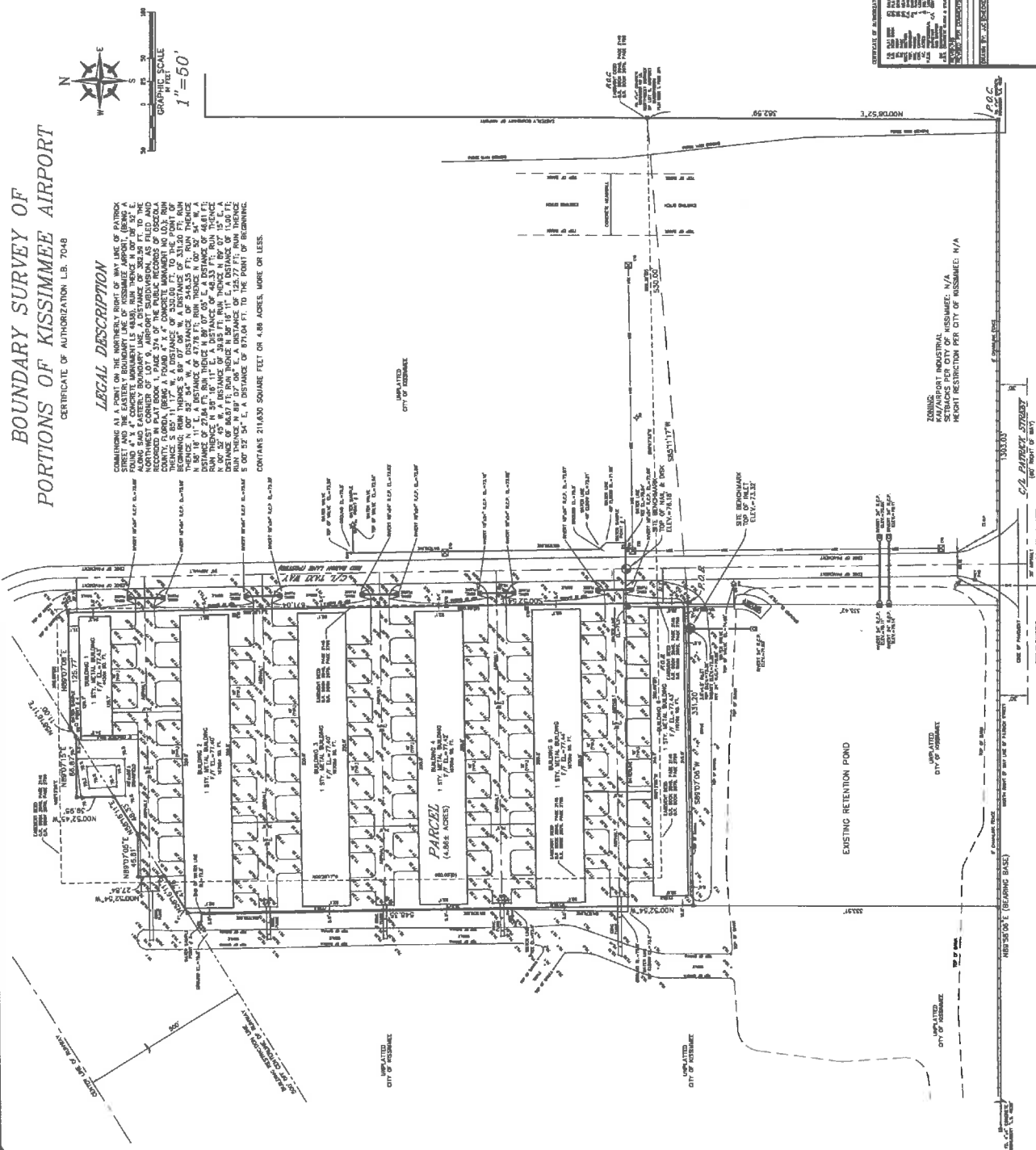
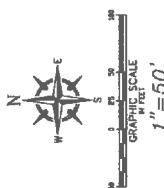
FD, 5/8" IRON

SURVEYOR'S NOTES:

- SURVEY FOR S.N.0123:
- THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR ADJOINERS SHOWN HAVE NOT BEEN SURVEYED.
- BEARINGS ARE BASED UPON NORTH OF WAY OF PATRICK STREET BEING H89°33'06"E PER AIRPORT MASTER PLAN.
- ELEVATIONS ARE BASED UPON BENCHMARK C.R.-161 EL.=74.12' (N.C.D.U. 20)
- DAILY OPEN AND INTERIOR EVIDENCE OF EASEMENTS AND RIGHT OF WAYS ARE LOCATED ONLY WHERE THERE IS NO CONFLICT WITH ANY OTHER RECORDS OR UTILITIES OR FOUNDATION STRUCTURE MAY ENCROACH.
- UNDERGROUND UTILITIES SHOWN HEREIN ARE BASED UPON UTILITY EVIDENCE UNDERGROUND TO FLOOD INSURANCE RATE MAP NO. 12097C DDBS F. DATED 06/09/21 ACCORDANCE

[illegible]

NAME: JACOBSON, JACOB
ADDRESS: 1000 10TH AVE S
CITY: MINNEAPOLIS, MN 55404
PHONE: 612-338-1234

VICINITY MAP
NOT TO SCALE

KISSIMMEE MUNICIPAL AIRPORT

FIXED BASE OPERATOR'S LEASE AGREEMENT

THIS AGREEMENT is made this 12th day of June, 2001 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 **Sheltair Kissimmee LLC**, hereinafter referred to as "Lessee" a Limited Liability Corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, City owns and operates an airport, known as the Kissimmee Municipal Airport; and

WHEREAS, City has available lands at the Airport to lease for aeronautical purposes; and

WHEREAS, Lessee is desirous to lease approximately five (5) acres at the Airport for aeronautical 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 Exhibit "A" which is attached hereto and made a part hereof by 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, if required by the Federal Aviation Administration. 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.

ARTICLE II

CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Lessee shall, at its own cost and expense, construct on the Leased Premises such "T" or Box hangars and administrative offices in phases as are necessary, to meet the Minimum Aeronautical Service Standards, as provided in City Code, for Kissimmee Municipal Airport as the same are now in effect and as the same may hereinafter be amended or revised from time to time (hereinafter referred to as the "MINIMUM Standards"). All such facilities and improvements, regardless of ownership shall be hereinafter referred to as the "facility." Any improvements to be placed on the Leased Premises by Lessee shall be placed or constructed only in accordance with plans and specifications, which have been submitted to and approved by city prior to commencement of placement or construction. Once construction of Phase One improvements have been commenced on the Leased Premises, such construction shall, except for reasons beyond the control of Lessee, be completed within one (1) year from the date of City Commission approval of this Agreement (the date of this agreement). Phase Two construction shall commence within two (2) years of the date of this Agreement. Once construction of Phase Two improvements has commenced on the Leased Premises, such construction shall, except for reasons beyond the control of the Lessee be completed within four (4) years of the date of this Agreement. No leasehold improvements may be constructed or thereafter altered until the plans and specifications therefore have been approved in writing by City, and then the same shall be constructed or altered in strict accordance therewith. Lessee shall obtain all necessary licenses and permits to accomplish such work, and any contract or Agreement for labor, services, materials or supplies to be furnished in connection with the construction or alteration of any improvement on the Leased Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Leased Premises or the Facility. Lessee hereby warrants to City that all such improvements shall be free and clear of liens, claims and encumbrances and agrees to indemnify and save the City harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to the City a true and correct copies of a contractor's surety performance and a payment bond with Lessee named as obligee, in a form and from a company acceptable to the City, in an amount equal to the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance to the plans and specifications theretofore provided to the City and guarantee the payment by such contractors of all subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work. Within sixty (60) days after completion of construction or material modification of any improvements on the

term but title to the Facility and all other improvements upon the Leased Premises shall vest in the City upon the expiration of the said term extensions, or upon the sooner termination of this Lease in accordance with the terms hereof. Lessee may install on the Leased Premises, in accordance with City Code as may be amended from time to time, and maintain, operate, repair and replace any and all signs, trade fixtures and other personal property useful from time to time in connection with its operations hereunder provided that prior written approval of the City is obtained in each instance. All such signs, trade fixtures and other personal property which may be removed without material injury to the Leased Premises or to the Facility or other improvements shall be and remain the property of Lessee and may be removed by Lessee prior to or within thirty (30) days after termination of this Agreement; provided however that Lessee may not remove the same while in default hereunder, and that Lessee shall, at its own cost and expense, promptly repair any damage to the Leased Premises or to the Facility or other improvements caused by such removal.

The total build out of the hangars and administrative offices follow the phasing plan below.

Phase One - a minimum of twenty (20) "T" hangars are to be constructed on two (2) acres.

Phase Two - a minimum of ten (10) "T" hangars or the equivalent square footage of "Box" hangars are to be constructed on three (3) acres.

The "T" hangars shall be minimum Erect-A-Tube model # N52-41 or approved equivalent.

ARTICLE III **USE**

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Category F (c), 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 and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE IV **TERM**

The term of this Agreement shall be for a period of thirty (30) years; provided, however, that if Lessee has not completed or caused to be completed construction of new improvements on the Leased Premises in accordance with the schedule provided herein, then the term of this Lease shall expire one year after City Commission approval of the lease agreement.

If the Lessee timely completes Phase One, but fails to timely commence or complete the construction of the new improvements in Phase Two then the term of this Lease, as to only that portion of leased premises shall expire on either of these deadlines.

If the Lessee timely completes Phase One, but fails to timely commence or complete the construction of the new improvements in Phase Two then the term of this Lease, as to only that portion of leased premises shall expire on either of these deadlines.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement, 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 (1½) the normal monthly rent chargeable at the time of termination.

\$11,149.08
ARTICLE V
RENT

The annual rent payable by Lessee to the City for its use of the Phase One Leased Premises during the term of this Lease Agreement (Phase One) shall be ~~\$10,084.00~~ *\$10,419.70* plus sales tax for a total sum of ~~\$10,789.88~~. These figures are based upon \$0.10 per square foot per year. Said rent payments shall commence upon issuance of the Certificate of Occupancy for the required improvements, but no later than one year from the date of this Agreement. The intent to be that the Lessee rent during the first year is waived. The annual rent payable by Lessee to the City for its option of the Phase Two Leased Premises shall be \$500.00 per acre per year. The intent to be that the Lessee pay a nominal fee rent to hold Phase Two Leased Premises for future development. Phase Two rental rate shall be established at the time of lease execution for Phase Two.

adjusted per boundary survey

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; on the first day of each month.

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. 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. Beginning three (3) years from the receipt of the first rental payment and every third year thereafter ("**Adjustment Year**"), the parties hereto will compare the price index for said year with the price index as of June 2001 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 June 2001. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

*6/15/04
6/15/07
6/15/10
6/14/02*

* SECURITY DEPOSIT - A security deposit of \$1,452 shall be paid by the Lessee to the City, upon execution of this Agreement to be applied to any monetary default but not in lieu of or as liquidated damages for said default.

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 equal to the then existing current standards. 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 use of the Leased premises, 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 Municipal Airport, dated 2/00. 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 or 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 **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 one hundred twenty (120) days, the Lessee shall file a complete application with all necessary plans, documents, certificates, etc. for a building permit within thirty (30) days of such damage and complete the repairs with due diligence within one hundred twenty (120) days 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 one hundred twenty (120) days, the Lessee shall have the right to terminate this Lease upon written notice to the City within one hundred twenty (120) days from the date of such damage or destruction. The City shall have the right to terminate this lease upon written notice if the Lessee fails to apply for the required building permits within 30 days of the occurrence of damage, and fails to make the premises tenantable within 120 days of the issue of building permits by the City. The rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease for a period of 120 days from the date of 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.

ARTICLE IX **LEASEHOLD MORTGAGES/NON-DISTURBANCE AGREEMENTS**

Tenant acknowledges that Landlord shall not, under any circumstances, be required to subordinate or otherwise subject its interest in the Premises to a mortgage or other security interest placed thereon by Tenant. Notwithstanding the foregoing, Landlord acknowledges that Tenant has the right to subject its interest in the Lease to mortgages and security interests, from time to time, and that such right is imperative to allow development of Tenant's Project on the Premises. Further, Landlord understands that lenders making a

loan to Tenant in connection with Tenant's Project must obtain comfort from Landlord that such lender will have the right to cure defaults under the Lease and to protect its security interest in the Lease in the event of a default by Tenant thereunder. As a result, Landlord agrees as follows:

A. Right to Grant Leasehold Mortgages/Security Interests. Tenant is hereby given the right by Landlord, in addition to any other rights herein granted and with notice to the Landlord to mortgage or grant a security interest in Tenant's interest in this Lease, any improvements constructed or installed on the Premises, any fixtures or furnishings located thereon (together, the "Improvements") and any sublease(s) under one or more leasehold mortgage(s) to one or more lenders, and/or under one or more purchase money leasehold mortgage(s) in connection with any sale(s) of such interest, and to assign this Lease and any sublease(s) as collateral security for such leasehold mortgage(s), upon the condition that all rights acquired under such leasehold mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of Landlord herein, none of which covenants, conditions, restrictions, rights or interests is or shall be waived by Landlord by reason of the right given to mortgage or grant a security interest in Tenant's interest in this Lease, the Improvements and any sublease except as expressly provided herein.

B. Leasehold Mortgages. Any mortgages made pursuant to this Paragraph IX is herein referred to as a "Permitted Leasehold Mortgage", and the holder of, or secured party under, a Permitted Leasehold Mortgage is herein referred to as a Permitted Leasehold Mortgagee". The Permitted Leasehold Mortgage that is prior in lien among those in effect is herein referred to as the "First Permitted Leasehold Mortgage", and the holder of, or secured party under, the First Permitted Leasehold Mortgage is herein referred to as the "First Permitted Leasehold Mortgagee". If a First Permitted Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien among those in effect are both held by the same Permitted Leasehold Mortgage, the said two Permitted Leasehold Mortgages are herein collectively referred to as the "First Permitted Leasehold Mortgage". A "Permitted Leasehold Mortgage" shall include whatever security instruments are used to create the Permitted Leasehold Mortgagee's security interest under the Lease, such as without limitation, mortgages, deeds of trust, mortgage deeds, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation which the lender may require.

C. Non-Disturbance Rights/Responsibilities. Landlord shall not be deemed to have actual or constructive notice or knowledge of any Permitted Leasehold Mortgage unless and until the Permitted Leasehold Mortgagee shall send to Landlord a true copy of its leasehold mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee. Within a reasonable time after recording such mortgage Tenant shall deliver to Landlord the appropriate recording information in respect of such Permitted Leasehold Mortgage. From and after provision of a copy of such Permitted Leasehold Mortgage to Landlord by any Permitted Leasehold Mortgagee pursuant to the

first sentence of this Paragraph C., then so long as such Permitted Leasehold Mortgagee shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply in respect of such Permitted Leasehold Mortgage:

- (1) There shall be no cancellation, termination, surrender, acceptance of surrender, amendment or modification of this Lease by joint action of Landlord and Tenant, nor shall Landlord recognize any such action by Tenant alone, without in each case the prior consent in writing of such Permitted Leasehold Mortgagee.
- (2) Landlord shall, upon serving Tenant with any notice, whether of default or any other matter, simultaneously serve a copy of such notice upon such Permitted Leasehold Mortgagee.
- (3) In the event of any default by Tenant under this Lease, such Permitted Leasehold Mortgagee shall have the same period, after service of notice upon it of such default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of as Tenant has hereunder for such default, and Landlord shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Tenant. Each notice of default given by Landlord will state the amounts of whatever rent and other payments herein provided for are then claimed to be in default.
- (4) If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, each Permitted Leasehold Mortgagee shall not only have the right to nullify any notice of termination by curing such default prior to the effective date of termination but shall also have the separate right to postpone and extend the specified date for the termination of this Lease, as fixed by Landlord in its notice of termination, for a period of not more than one (1) year from the date so specified for termination provided that such Permitted Leasehold Mortgagee shall unconditionally agree with Landlord (by giving a notice to that effect to Landlord), prior to the effective date of termination, that such Permitted Leasehold Mortgagee will accomplish the following within the times hereinafter provided and shall, in fact, accomplish the following in a timely manner: (1) cure or cause to be cured within thirty (30) days of such notice any then existing monetary defaults of which the Permitted Leasehold Mortgagee has knowledge; (2) pay or cause to be paid during such one (1) year period any rent and other monetary obligations of Tenant hereunder of which the Permitted Leasehold Mortgagee has knowledge, as the same fall due;

(3) promptly cure or cause to be cured any other defaults that such Permitted Leasehold Mortgagee can cure and of which the Permitted Leasehold Mortgagee has knowledge; and (4) forthwith take such steps as it shall be lawfully able to acquire or sell Tenant's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise, and thereafter prosecute the same to completion with reasonable diligence. If, at the end of said one (1) year period, the Permitted Leasehold Mortgagee shall be actively engaged in steps to acquire or sell Tenant's interest herein including, without limitation, contesting any court order, or seeking relief from any statutory stay, restricting such acquisition or sale, and is in compliance with the other conditions set forth in clauses (A) through (C) above, the time for said Permitted Leasehold Mortgagee to comply with the applicable provisions of this subparagraph (4) shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence upon the same conditions. If Tenant's interest is acquired or sold as foresaid, the intended termination of this Lease by Landlord under the aforesaid notice will be automatically nullified, and this Lease will continue as if said notice of termination had never been given.

(5) In the event of termination of this Lease by reason of any uncured default by Tenant, Landlord will promptly notify such Permitted Leasehold Mortgagee of such termination and the amount of the sums then due to Landlord under this Lease, and such Permitted Leasehold Mortgagee shall have the right (except where such Permitted Leasehold Mortgagee has extended the date of termination pursuant to the provisions of subparagraph (4) of this Paragraph IX and has subsequently failed to fulfill its obligations thereunder) to have Landlord enter into a new lease of the Premises with such Permitted Leasehold Mortgagee or an assignee of such Permitted Leasehold Mortgagee (hereinafter referred to in this subparagraph as its "nominee") in accordance with the following provisions:

(a) The Permitted Leasehold Mortgagee or its nominee shall be entitled to a new lease if the Permitted Leasehold Mortgagee shall make written request upon Landlord for such new lease on or before the date which is thirty (30) days after the date on which such Permitted Leasehold Mortgagee shall have received the notice from Landlord of termination and if such written request is accompanied by the Permitted Leasehold Mortgagee's agreement to pay to Landlord, upon the execution and delivery of the new lease, the sums which would then be

due to Landlord under this Lease had this Lease remained in effect;

- (b) Such new lease shall be for what would have been the remainder of the Term hereunder if this Lease had not terminated, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained, including all rights and options herein contained;
- (c) To the extent within the control of Landlord, such new lease shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Premises (except taxes and assessments) and, if so requested by the Permitted Leasehold Mortgagee, shall be accompanied by a conveyance quitclaiming any right, title or interest of Landlord in and to the Improvements during the Term of this Lease. Such new lease shall, however, be subject to the same conditions of title as this Lease is subject to on the date of the execution hereof;
- (d) In such new lease, the Permitted Leasehold Mortgagee or its nominee shall agree to perform and observe all covenants herein contained on Tenant's part to be performed and to cure all defaults of Tenant hereunder existing at that time which it is possible for such Permitted Leasehold Mortgagee to cure, except that all of the obligations and liabilities of the Permitted Leasehold Mortgagee or its nominee as tenant under the new lease shall cease and terminate upon assignment of the new lease or the sooner expiration or termination thereof and shall be subject to any limitation on liability contained therein;
- (e) Landlord shall not warrant possession of the Premises to the Permitted Leasehold Mortgagee or its nominee under the new lease with respect to any claims, actions, events or matters arising or occurring subsequent to the effective date of this Lease, it being understood that the new lease shall be expressly made subject to the rights, if any, of Tenant under this Lease or any other person claiming the right to possession through or under said Tenant;
- (f) The Permitted Leasehold Mortgagee or its nominee as tenant under the new lease shall have the same right, title and interest in and to the Improvements as Tenant had under this Lease.

(g) If more than one Permitted Leasehold Mortgagee shall make written request upon Landlord in accordance with the provisions hereof for a new Lease, the new Lease shall be delivered pursuant to the request of the Permitted Leasehold Mortgagee whose leasehold mortgage is prior in lien among those who made the request (the "First Lienholder"), and the written request of any Permitted Leasehold Mortgagee whose leasehold mortgage is subordinate in lien shall be void and of no force or effect unless and until the First Lienholder shall fail to enter into the new lease, in which event, the Permitted Leasehold Mortgagee, whose lien is next in seniority after the First Lienholder and who requested a new lease, shall have thirty (30) days thereafter in which to enter into a new lease with Landlord on the same terms as the new lease with the First Lienholder would have been on had it not failed to enter into the new lease.

6) The name of each Permitted Leasehold Mortgagee shall be added to the loss payable endorsement of any and all fire and other casualty insurance policies to be carried by Tenant in respect of the Premises and the Improvements, and all such policies shall state that the insurance proceeds are to be paid to the Permitted Leasehold Mortgagees in the order of their priority, until all sums due under each such Permitted Leasehold Mortgagee have been paid in full and then to the Permitted Leasehold Mortgagee next in priority, and so on until all Permitted Leasehold Mortgagees have been paid in full, with the balance of such insurance proceeds, if any, payable to Tenant.

(7) If there is a condemnation or taking by eminent domain in respect of the Premises or the Improvements, any award of payment therein that is attributable to the Tenant's interest under this Lease, including, without limitation, business damages, severance damages, and the value of the Improvements, shall be paid to the Permitted Leasehold Mortgagees in the same manner and in accordance with the procedures specified herein.

(8) No fire or casualty loss claims shall be settled and no agreement will be made in respect of any award or payment in condemnation or eminent domain without in each case the prior written consent of the First Permitted Leasehold Mortgagee; provided, however, that such Permitted Leasehold Mortgagee has agreed to make such award or payment available in the manner specified in this Lease.

(9) Except where the Permitted Leasehold Mortgagee has become Tenant hereunder, no liability for the payment of rent or the performance of any of Tenant's covenants and agreements hereunder shall attach to or be imposed

upon the Permitted Leasehold Mortgagee (other than any obligations assumed by, or agreed to by, the Permitted Leasehold Mortgagee), all such liability (other than any obligations assumed by or agreed to by the Permitted Leasehold Mortgagee) being hereby expressly waived by Landlord.

(10) Landlord, within ten (10) days after a request in writing by Tenant or any Permitted Leasehold Mortgagee, shall furnish a written statement, duly acknowledge a written statement, duly acknowledged, that this Lease is in full force and effect and unamended, if such be the case, or if there are any amendments, such statement will specify the amendments, and that there are no defaults thereunder by Tenant that are known to Landlord, or if there are any known defaults, such statement shall specify the defaults Landlord claims exist.

(11) No payment made to Landlord by any Permitted Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and the Permitted Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided it shall have made demand therefore not later than one (1) year after the date of its payment.

- D. No Subordination by Landlord. Landlord shall at no time be required to subordinate its fee simple interest in the Premises to the lien of any leasehold mortgage, nor to mortgage its fee simple interest in the Premises as collateral or additional security for any leasehold mortgage.

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 any payments required for a period of twenty-five (25) days after the time such payments become due; which arrearage is not paid by Lessee to the City within five (5) days after Lessee receives written notice from the City to the Lessee indicating that the Lessee is in default in its obligations to pay such rent; provided, however, that the City shall not be obligated to provide to the Lessee such written notice of a monetary default more than two (2) times in any twelve (12) month period.
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 forty-five (45) 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 C 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 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 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 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, 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. City agrees to subordinate to leasehold mortgages as provided in Article IX.

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:

Terry Lloyd, Director of Aviation
Kissimmee Municipal Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

and notices, consents and approvals to Lessee addressed to:

Sheltair Kissimmee LLS
C/O Holland Sheltair Aviation Group
4860 N.E. 12TH Avenue
Fort Lauderdale, FL 33334

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 this Agreement.

ARTICLE XIII **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.

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. 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 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. 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 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.

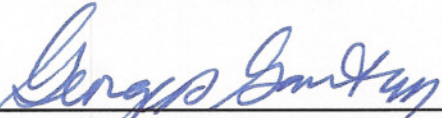
I. Lessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that 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.

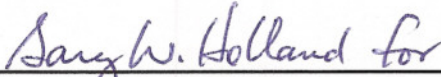
(The remainder of this page left blank intentionally)

The parties now sign this Agreement this 12th day of June, 2001.

CITY OF KISSIMMEE, FLORIDA

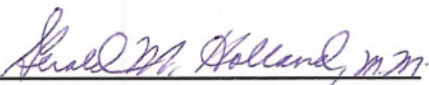
By: 
George A. Gant, M.D. Mayor-Commissioner

ATTEST:


Sandra Yeager, City Clerk

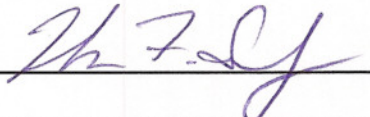


SHELTAIR KISSIMMEE, L.L.C.

By: 
Title:

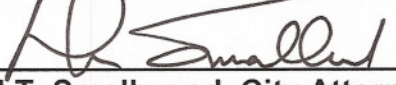


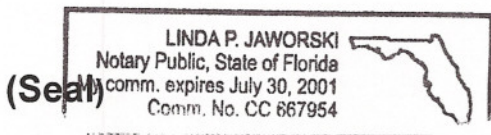
ATTEST:

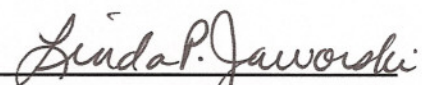


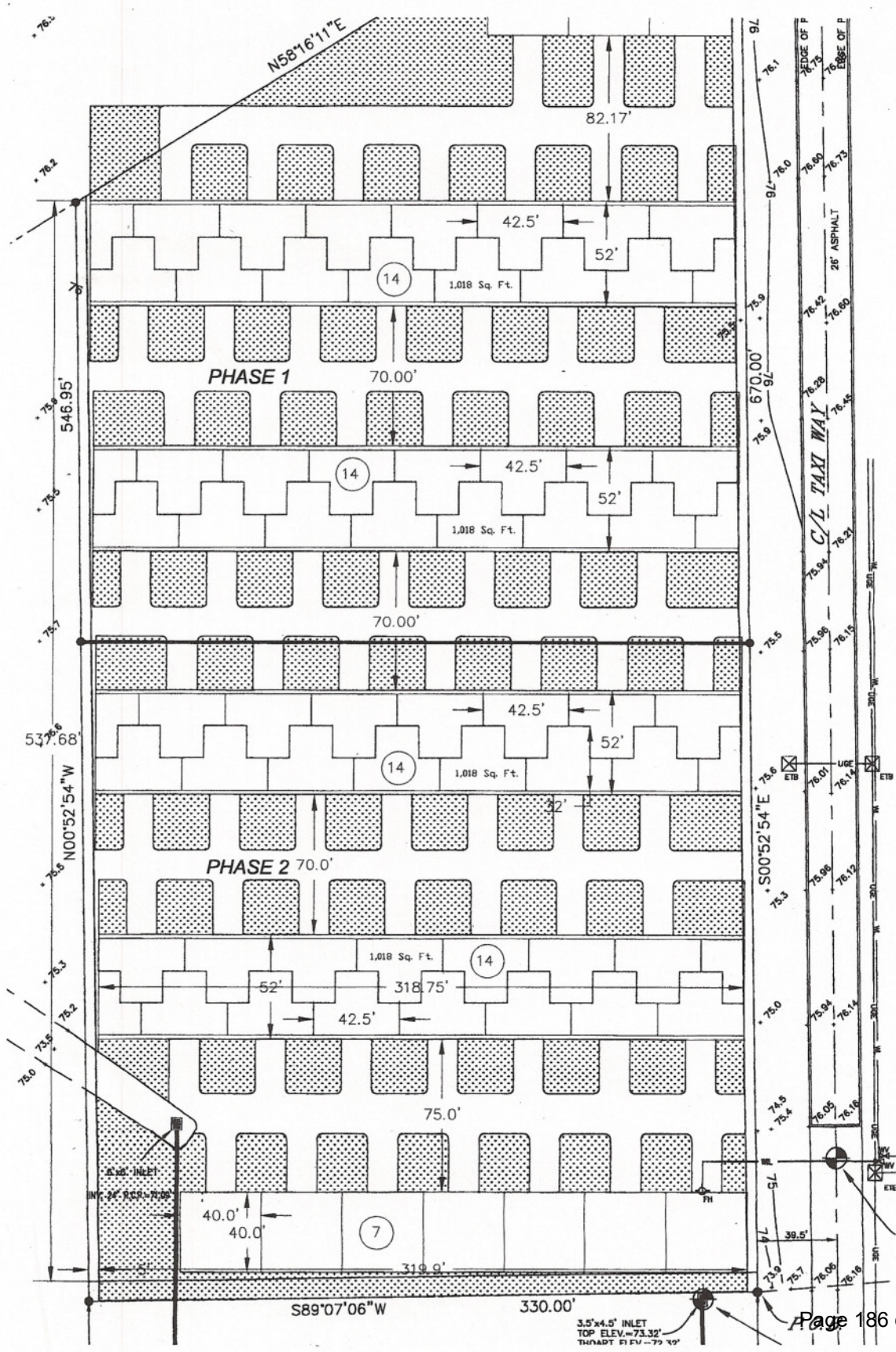
Approved as to form and legal sufficiency:

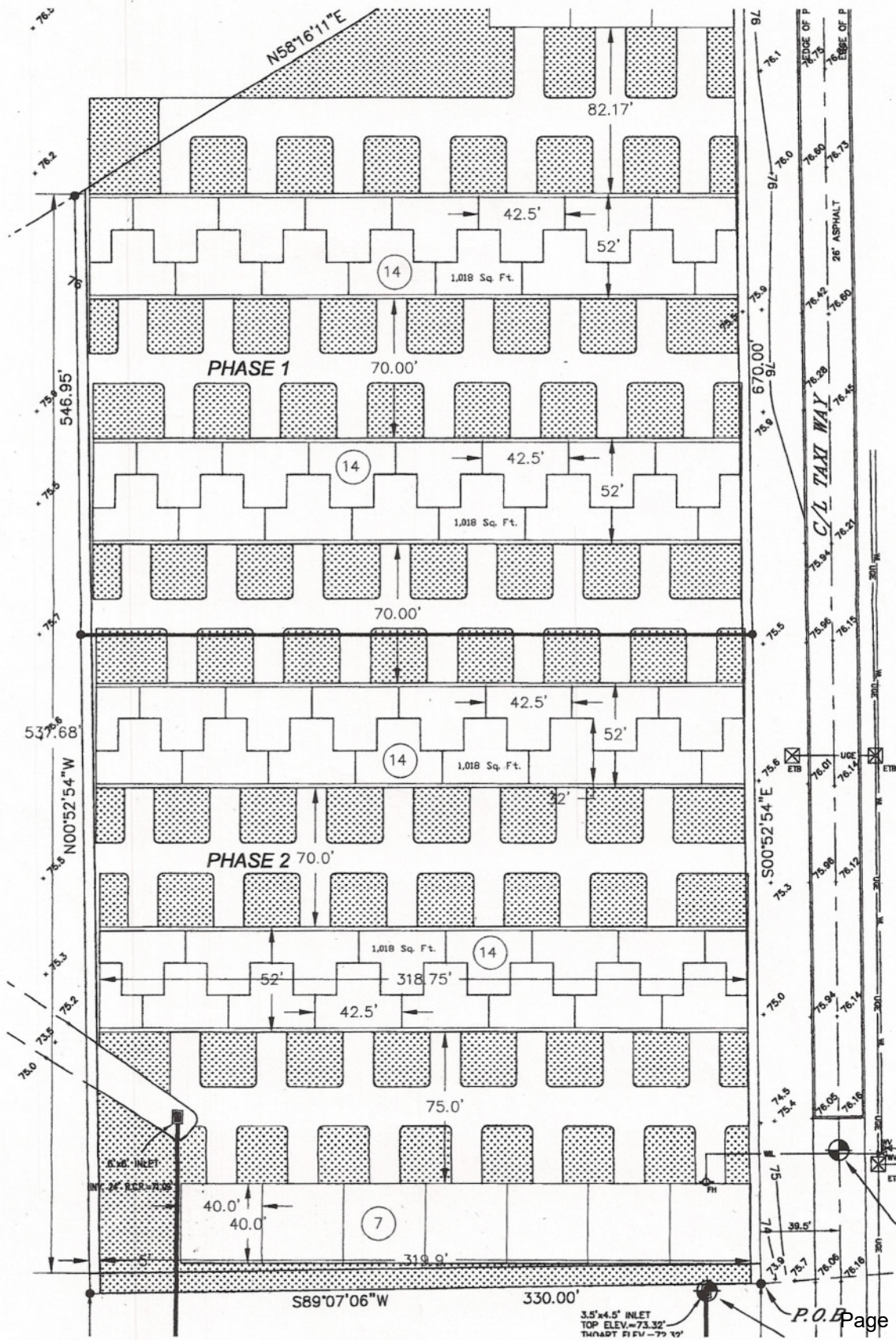
This 14th day of June, 2001.

By: 
Donald T. Smallwood, City Attorney




Notary Public, State of Florida
My Commission Expires: 7/30/01





ITEM 7.I

Approval of a Space Use Permit for Toho Water Authority

Request

City Commission approval of a Space Use Permit for Toho Water Authority to use airport property for their employee commercial drivers' training.

Explanation

The Toho Water Authority (TWA) has requested to use the vacant paved property at the former golf course to conduct commercial driver's training. The training requires a long straightaway in a secluded area to be effective. Currently, Toho Water Authority does not have a suitable area to conduct this training and request this area for commercial driver's training. TWA has offered to partner with the City to ensure our commercial drivers have the ability to take advantage of this training program, so making this space available to TWA will be of benefit to both entities.

Recommendation

Staff recommends the Commission approve a Space Use Permit for Toho Water Authority for commercial driver's training on airport property.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. 4-Toho Water Authority Space Use Permit
2. Exhibit A-TOHO Space Use Permit

**CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT
SPACE/USE LICENSE**

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Toho Water Authority**, hereinafter referred to as "Licensee," to conduct business and/or occupy space at Kissimmee Gateway Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Licensee.** The name, address and telephone number of the Licensee hereunder are as follows:

Name: Toho Water Authority
Address: 951 Martin Luther King Boulevard
Kissimmee, FL 34741
Telephone: 407-944-5055

2. **Business to be Conducted.** Licensee is authorized to conduct the following business at the Airport: Commercial Driver's Training

3. **Space to be Occupied.** Licensee is authorized to use the following space at the Airport:

- Abandoned roadway between the former golf course clubhouse and the former R/C racetrack as shown on the attached exhibit.

4. **Term.** This License is effective from **July 1, 2022** to **June 30, 2026**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this License prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration for the rights granted hereunder by City, Licensee hereby agrees to utilize the roadway and maintain the area, free of debris, there is no compensation required for the use of this property. Notwithstanding the foregoing, the parties agree that the Licensee shall provide a one-time payment in the amount of \$10.00 as consideration to City for this License, which shall be paid within 30 days of the granting of the License.

6. **Amount of Insurance Required.** The amount of comprehensive general liability and automobile liability insurance required to be carried by Licensee is \$1,000,000 bodily injury and \$1,000,000 property damage.

7. **Security Deposit.** The amount of the security deposit to be held is not applicable.

8. **Additional Terms and Conditions.** Licensee does hereby further agree to abide by all of the terms and conditions attached hereto. At the end of the permit term restore the property to its original state for possession by the City. Any infrastructure improvements made to the property may remain on the property if prior approval is granted by City. The cost of improvements and restoration of the property shall be borne solely by the Licensee. without reimbursement by the City.
9. **Default.** If either party fails to perform or comply with the terms of this Permit, then either party may declare a default and terminate this Permit immediately.
10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between Licensee 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. 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.
11. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or in any way be construed, as a waiver by either party of its sovereign immunity or the protections of section 768.28, Florida Statutes.

CITY OF KISSIMMEE

Olga Gonzalez
Mayor/Commissioner

Date: _____

ATTEST:

City Clerk

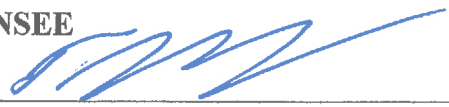
CORPORATE SEAL (or Notary seal)

Approved as to form and correctness this

_____ day of _____, 20____

City Attorney

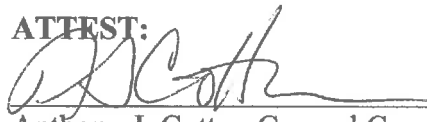
LICENSEE



Todd P. Swingle, Executive Director
Toho Water Authority

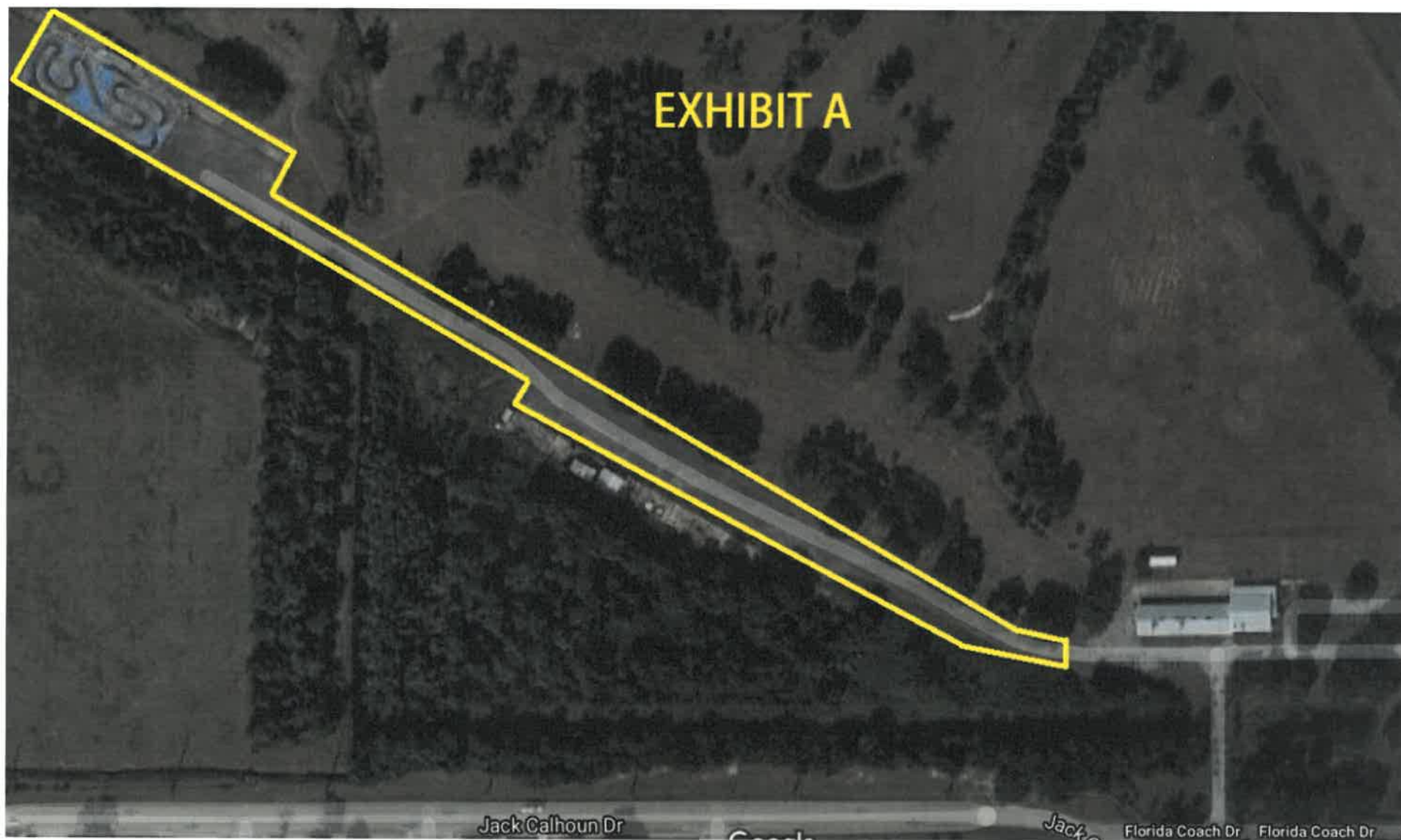
Date: 6/20/22

ATTEST:



Anthony J. Cotter, General Counsel
Toho Water Authority

Date: 20 June 2022



ITEM 7.J

Disposal of City Assets

Request

Approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction. All items from the City's Information Technology Department will go to auction via A-1 Assets.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. JULY ASSET DISPOSAL

City of Kissimmee
Surplus Property Auction List
Jul-22 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PD407	2007 CHRYSLER 300 PD407		2C3LA43R27H773672	19950
POLICE	MISC ITEMS FROM PD407			N/A
PD533	2012 CHEVY EQUINOX PD533		2GNA1PEK7C6192437	22031
POLICE	MISC ITEMS FROM PD533			N/A
AIRPORT	IVECO MOTORS DIESEL ENGINE	8061	SI07	19382
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		H030465G	18302
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		20070731000445	20154
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		20070731000444	20155
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		2014012000020	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		20060308000217	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		20180208000039	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		A920254	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		D980299	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		H970276	N/A
FINANCE	DELL PRINTER	2350D	8TDHGN1	N/A
FINANCE	PLUM 3 DRAWER FILE CABINET			N/A
FINANCE	PLASTIC STORAGE TUB			N/A
INFO TECH	MOTOROLA SYMBOL SCAN GUN		1017800502697	21228
INFO TECH	MOTOROLA SYMBOL SCAN GUN		10241522501723	15955
PW WELD SHOP	BAND SAW			16773
PW WELD SHOP	PARTS WASHER			20234

City of Kissimmee
Surplus Property Auction List
Jul-22 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	DESKTOP -3050 OPTIPLEX AIO		4B45DP2	24708
INFO TECH	DESKTOP - 3030 OPTIPLEX AIO		G4LRQD2	23885
INFO TECH	DESKTOP - OPTIPLEX 7040		518RKH2	24249
INFO TECH	DESKTOP - OPTIPLEX 390		5fs1vv1	19360
INFO TECH	DESKTOP - OPTIPLEX 7040		51cqkh2	24255
INFO TECH	DESKTOP - OPTIPLEX 7040		51cpkh2	24253
INFO TECH	DESKTOP - OPTIPLEX 7040		51brkh2	24251
INFO TECH	DESKTOP - OPTIPLEX 7040		519QKH2	24257
INFO TECH	DESKTOP - OPTIPLEX 745		DF0CLD1	20028
INFO TECH	DESKTOP - Z440		2UA6253RZZ	23883
INFO TECH	DESKTOP - OPTIPLEX 7040		51DPKH2	24248
INFO TECH	DESKTOP - OPTIPLEX 7040		519PKH2	24254
INFO TECH	DESKTOP - Z440		2UA6262PS8	23884
INFO TECH	DESKTOP - OPTIPLEX 390		44HRTV1	19375
INFO TECH	DESKTOP - OPTIPLEX 7040		519RKH2	24252
INFO TECH	DESKTOP - 3030 OPTIPLEX AIO		4l1v382	23774
INFO TECH	LAPTOP - Latitude Rugged 5414		JXB6TG2	25231
INFO TECH	PRINTER	3110cn	7708991	
INFO TECH	PRINTER	HL-L6200DW	U64180C9N471835	
INFO TECH	PRINTER	s2825cdn	3LHXF62	
INFO TECH	PRINTER	MS312dn		TC-0105
INFO TECH	PRINTER	MFC-9330CDW	U63480E7J213884	
INFO TECH	PRINTER	HL-L210CDW	U65174J9N326101	
INFO TECH	PRINTER	FI-6110	ACRHA08621	
INFO TECH	PRINTER	FI-5015	FI5015C704187	
INFO TECH	PRINTER	fi-5015c	FI5015C705128	
INFO TECH	PRINTER	fi-5015c	FI5015C011084	
INFO TECH	PRINTER	Scanjet N6310	CN427EF05S056K	
INFO TECH	PRINTER	fi-5015c	FI5015C705574	
INFO TECH	PRINTER	fi-5015c	FI5015C705155	
INFO TECH	PRINTER	fi-5015c	FI5015C009558	
INFO TECH	80 moniters			
INFO TECH	8 cisco phones			
INFO TECH	APPLE	lpad	DMPWL6LCJ2D1	TC-0209

INFO TECH	APPLE	iPhone	* 356648083169629	
INFO TECH	APPLE	iPhone	* 359483089922558	
INFO TECH	9 Docking Stations	Gamber Jonson		
INFO TECH	6 Citation Printers	Zebra Z520		
INFO TECH	19 Getac Battary's	B300		

City of Kissimmee
Surplus Property Auction List
Jul-22 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		84TS11147-10	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		2018020800040	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		2014012000019	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		M000394N	N/A
AIRPORT	FAA L828 CONSTANT CURRENT REGULATOR SING PH		AP20255	N/A
FINANCE	MISC OFFICE SUPPLIES			N/A
FINANCE	GREY TYPEWRITER TABLE			N/A
FINANCE	BROTHER TYPEWRITER	ML300		N/A
FINANCE	GREY OFFICE CHAIR			N/A
FINANCE	BLACK ROLLING CART			N/A
FINANCE	BEIGE 3 DRAWER FILE CABINET			N/A
INFO TECH	LAPTOP - DELL LATITUDE 3520		8KVYVG3	26759
INFO TECH	iPAD - 11 inch Pro		F6QG006PV16	26427

ITEM 7.K**Authorization to submit application for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI)****Request**

The Police Department requests authorization to submit an application for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).

Explanation

The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach.

Recommendation

Staff recommends the Police Department submit the required application for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. FY 2023 UASI template

FY 2023 Project Template Instructions

This Project Template will be the method by which Florida's domestic security partners:

Request DSOC approval for FY 2023 Urban Area Security Initiative (UASI) grant funds.
Describe specific funding and implementation approaches that will help enhance and sustain Florida's capabilities, and achieve outcomes aligned with Florida's Domestic Security Strategic Plan.
A project template (including the narrative, administrative and budget worksheets) should be completed for each project your UAWG wishes to submit for consideration.

The following documents will be helpful in completing the required documentation.

- *2021-2023 Florida Domestic Security Strategic Plan
- *FY 2021 Orlando/Orange THIRA and SPR
- *DHS Core Capabilities
- *Fusion Center Performance Program (<https://www.dhs.gov/fusion-center-performance-program-fcpp>)
- *2022 Homeland Security Grant Program Notice of Funding Opportunity

Template Submission

All final templates must be submitted no later than **July 22, 2022**.

Please use the following file nomenclature: FY 2023 Urban Area_Disipline_Agency_Project name (i.e. FY 2023 OUA_LE_Orange County_Mobile Command Center)

Budget Detail Worksheet

Region: Select the UASI that the recipient agency is associated with using the drop down menu.

Specialty Team Supported: Provide the title of the team or aviation asset receiving the item. Leave blank if there is not a specialty team associated with the item being requested.

Recipient Agency: Provide the name of the agency who will receive the funding for the item. If a large agency is purchasing for a smaller agency, please indicate the funds will be awarded to the larger agency and the item will be transferred via an MOU to the smaller agency.

Item Description: Provide a description of the requested item(s), one per row. If requesting training please provide the name of the course. Please DO NOT copy the AEL description, but provide a description of the item you are purchasing.

DHS AEL Number or Course Code Number: If you are requesting equipment, include the item's appropriate DHS Authorized Equipment List Number. If you are requesting training please provide the appropriate course code.

Will the recipient agency seek future sustainment funds for this item? If the agency will seek sustainment funds please indicate this by selecting yes. If the agency has agreed to accept all future sustainment costs, select no.

Is this a target hardening project: Please indicate whether or not the item requested is for target hardening of a specific site by selecting either yes or no.

Category: Select the category the requested item is associated with using the drop-down menu. Refer to the FY 2021 NOFO for definitions of what is eligible under each category.

Personnel: If the item description includes the hiring of personnel or sustaining a previously hired position, select the personnel description of the position(s) being hired/sustained. Leave blank if personnel is not associated with the item.

Quantity: Provide the quantity of the item being requested

Unit Cost: Provide the unit cost of the item being requested (whole numbers only).

NOTE: Some cells are locked because there are formulas associated with them. If you need something unlocked please contact Joyce Burroughs in the Office of Domestic Security.

Project Management life cycle definitions:

Steps- Description	Process
<i>Initiate</i> - authorization to begin work or resume work on an activity	Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.
<i>Execute</i> - Period within the cycle that the actual work of creating the project's deliverable is done	Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.
<i>Control</i> - Mechanism which reacts to the current project status to ensure the project objectives are met, and includes planning, measuring, monitoring and taking corrective action is needed.	Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.
<i>Close out</i> - completion of all work on a project	Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

ITEM 7.L**Authorization to submit application for the FY 2022 Grant from the United States Department of Justice, Office of Justice Programs****Request**

The Police Department requests authorization to submit an application for the 2022 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs.

Explanation

The City is eligible to submit a request for \$24,916.50 via the Fiscal Year 2023-2024 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs. These monies will be allocated for the partial funding of bulletproof vests as outlined in the grant application. The balance of the money needed for the remainder of the bulletproof vests will come from the department's General Fund.

Recommendation

Staff recommends authorization to submit the required application for the FY 2022 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. BVP 2022 application packet 06-27-22

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#) / [Patrick Leahy Bulletproof Vest Partnership](#)

Patrick Leahy Bulletproof Vest Partnership

Notice: Critical Program Information (Click here.)

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$548 million in federal funds for the purchase of over one million vests (1,490,930).

Funding

Applications for FY 2022 BVP funds are now being accepted until June 27, 2022. See the [BVP Overview](#) and the below information for details on how to apply.

See the complete list of [FY 2021 BVP awards](#).

System for Award Management (SAM) Registration Requirement: Jurisdictions must be registered in SAM in order to apply for and receive BVP award funds. Jurisdictions not registered with SAM are strongly encouraged to access the [SAM website](#) as soon as possible to obtain information on and complete the online SAM registration process. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220. The information in SAM must match the information in the BVP system.

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement - Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the BVP applications are submit.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: (1) correctly-sized panels and carrier, determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer*

Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. [The Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

In addition, a certification section has been added to the BVP application stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

[Mandatory Wear FAQs](#)

BJA will continue the existing policy that requires a written mandatory wear policy for uniformed patrol officers in place when BVP applications are submitted. There are no requirements regarding the nature of the policy other than it **specify when** mandatory wear **is required** for uniformed officers on duty. The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

Resources

- [Current National Institute of Justice Body Armor Standard 0101.06](#)
- [NIJ Certification Mark](#)
- [NIJ Body Armor Standard 0101.06 Vest List](#)
- [NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)
- [Body Armor Labels: When In Doubt Check It Out](#)
- [Body Armor Safety Initiative Archive](#)

Advisories, Notices, and Alerts

Active NIJ Advisory and Safety Notices

Previous NIJ Body Armor Alerts

Contacts

**All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

Latest Advisories

- 4-26-22 NIJ Advisory Notice: [Safariland, LLC - ND01-2020S-ME](#)
- 3-18-22 NIJ Advisory Notice: [PRE Labs Inc.- Model 2/18F](#)
- 2-18-22 NIJ Advisory Notice: [Model PMT-BBS-III-A-2-2](#)
- 11-2-21 NIJ Advisory Notice: [Marom Dolphin, Ltd. - Model AR8007-IIIA](#)
- 10-29-21 NIJ Advisory Notice: [MKU Limited - Model MKS-1005](#)
- 1-19-21 NIJ Advisory Notice: [Safariland, LLC. – Model NS02-2020S-ME](#)
- 12-4-20 NIJ Advisory Notice: [Beijing V-Great International Co., Ltd. model – VGNIJ3A-2](#)
- 6-11-20 NIJ Advisory Notice: [Seguicol S.A. de C.V. model – 001PAN-SEGUICOL](#)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS



AGENCY INFORMATION

1. Agency Profile

2. Application

2.1 Application Profile

2.2 Manage Application

2.3 Review Application

2.4 Mandatory Wear Policy

2.5 Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: KISSIMMEE CITY, FL

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

Instructions: Before selecting save, please be sure to update the officer count as well as the population of the jurisdiction to the latest available data. This information is important for the BVP application and must be accurate to ensure correct award amounts.



Application Profile



Application



NIJ Approved Vests



Submit Application

AGENCY INFORMATION

Name: KISSIMMEE CITY

Agency Type: City/Municipality

Government ID Number: 102049001

* Tax Payer ID Number: 596000348

9 Digit DUNS: 070481952

DUNS 4:

* Unique Entity Identifier (UEI): DPHBBJP7RHY3

Number of Existing Population: 79226

* Number of Current Population: 79226

Total Number of Officers from Application: 0

Number of Existing Full Time Officers: 156

Number of Existing Part Time Officers: 0

* Number of Current Full Time Officers: 156

* Number of Current Part Time Officers: 0

OFFICE ADDRESS

* Address Line 1:

101 CHURCH STREET

Address Line 2:

* City:

KISSIMMEE

State:

FL

* Zip:

34741-5054

By selecting 'Save', I certify that the population, banking and officer data provided in this BVP application are in keeping with all BVP program and statutory requirements. I further understand that inaccurate, misleading, or fraudulent information provided on this form may result in various sanctions or corrective actions, including the application being disapproved, the award amount being recalculated, or awarded funds being returned to DOJ.

CANCEL

SAVE



MANAGE APPLICATION

1. Agency Profile

2. Application

2.1 Application Profile

2.2 Manage Application

2.3 Review Application

2.4 Mandatory Wear Policy

2.5 Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: KISSIMMEE CITY, FL

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)



Application Profile



Application



NIJ Approved Vests



Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant KISSIMMEE CITY

Fiscal Year 2022

Number of Agencies Applied 1

Total Number of Officers for Application 156

Number of Officers on Approved Applications 156

APPLICATION PROFILE

Fiscal Year 2022

Vest Replacement Cycle ⓘ 5

Number of Officers 156

Number of Stolen or Damaged 0

Replacement Needs ⓘ Number of Officer Turnover 5

VIEW/UPDATE APPLICATION

Vests for 2022 Regular Fund

Model Name	Quantity	Specfication	Gender	Unit Price	Total Cost
+ AXII	30	II	M	\$830.55	\$24,916.50
+ Grand Totals	30				\$24,916.50

PROCEED TO REVIEW APPLICATION

ADD VESTS TO APPLICATION

ITEM 7.M

Purchase of a dump truck for the Public Works Department's Streets and Stormwater Division from the Florida Sheriffs Association Contract, FSA20-VEH18.0

Request

Approval to purchase a dump truck from SBL Freightliner with listed options in the amount of \$113,268.00 using the Florida Sheriffs Association Contract, FSA20-VEH18.0.

Explanation

The Streets & Stormwater Division of the Public Works Department requests to purchase a Freightliner M2 106 dump truck to replace a 2006 International dump truck. Dump trucks are vital to the maintenance and operations of the division. The Streets & Stormwater Division is often required to perform removal of sidewalks and/or structures where it is required to haul construction and debris materials. This truck is also necessary for emergency events.

SBL Freightliner is offering to accept existing truck SW007, a 2006 International 8yd. dump truck, as a trade-in value of \$8,500.00.

Original Vehicle Price: \$121,768

Trade in Allowance: (\$8,500)

Purchase Price: \$113,268

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
10345646-506495	GT2205	Decrease	115,000.00	113,268.00

Financial Summary:

Sufficient funds are available in the Sidewalk - Local Option Gas Tax Fund in Project GT2205.

Recommendation

Staff recommends approval to purchase a dump truck with listed options from SBL Freightliner in the amount of \$113,268.00 using the Florida Sheriffs Association Contract, FSA20-VEH18.0.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Dump Truck (M2 106 Freightliner) Quote & Spec

Prepared by:
Drew Ellison
SBL FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-375-3304

KISSIMMEE CITY OF 8 YD DUMP

WITH TRADE

FSA 20 VEH 18.0 ITEM 58

QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM	SINGLE FRONT AXLE
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	12,000# MONO TAPERLEAF FRONT SUSPENSION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING	3900MM (154 INCH) WHEELBASE
REAR SUSPENSION WITH LEAF SPRING HELPER	11/32X3-1/2X10-15/16 INCH STEEL FRAME
	(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
	1600MM (63 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 121,768	\$ 121,768
EXTENDED WARRANTY		\$	\$
DEALER INSTALLED OPTIONS		\$	\$
CUSTOMER PRICE BEFORE TAX		\$	\$

TAXES AND FEES

TAXES AND FEES	\$	\$
OTHER CHARGES	\$	\$

TRADE-IN

TRADE-IN ALLOWANCE	\$	(8,500)	\$	(8,500)
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BALANCE DUE	(LOCAL CURRENCY)	\$	113,268	\$	113,268
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Prepared by:
Drew Ellison
SBL FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-375-3304

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



S P E C I F I C A T I O N P R O P O S A L

Description

Price Level

M2 PRL-26M (EFF:7/26/21)

Data Version

SPECPRO21 DATA RELEASE VER 048

Vehicle Configuration

M2 106 CONVENTIONAL CHASSIS
2023 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
TRAILER TOWING PROVISION AT END OF
FRAME FOR TRUCK
LH PRIMARY STEERING LOCATION

General Service

TRUCK/TRAILER CONFIGURATION
DOMICILED, USA 50 STATES (INCLUDING
CALIFORNIA AND CARB OPT-IN STATES)
PICKUP AND DELIVERY/SHORT HAUL SERVICE
GOVERNMENT BUSINESS SEGMENT
GENERAL FREIGHT COMMODITY
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN
TRANSIT, IS SPENT ON PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
SMOOTH CONCRETE OR ASPHALT PAVEMENT -
MOST SEVERE IN-TRANSIT (BETWEEN SITES)
ROAD SURFACE
MEDIUM TRUCK WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD :
23000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 35000.0 lbs
EXPECTED GROSS COMBINATION WEIGHT :
80000.0 lbs

Truck Service



Description

DRY VAN BODY
3-V DISTRIBUTING INC
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Tractor Service

VAN TRAILER
SINGLE (1) TRAILER

Engine

CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM,
860 LB-FT @ 1200 RPM

Electronic Parameters

75 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
PTO RPM WITH CRUISE SET SWITCH - 700 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 800
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2010 EPA/CARB/GHG21 CONFIGURATION
2008 CARB EMISSION CERTIFICATION - CLEAN
IDLE (INCLUDES 6X4 INCH LABEL ON LOWER
FORWARD CORNER OF DRIVER DOOR)
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) DTNA GENUINE, FLOODED STARTING, MIN
2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB

Description

WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
CAB AUXILIARY POWER CABLE
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
NO RETARDER/ENGINE BRAKE
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
900 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER

Description

DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 169 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL RDS

ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE
PRESELECT RECOMMENDED BY DTNA AND
ALLISON, THIS DEFINED BY ENGINE AND
VOCATIONAL USAGE

FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

Description

WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 15X4 Q+ CAM FRONT BRAKES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
CURRENT AVAILABLE SYNTHETIC 75W-90
FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-23-160 23,000# R-SERIES SINGLE REAR
AXLE
6.43 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE

Description

BLINKING LAMP WITH EACH MODE SWITCH,
DIFFERENTIAL UNLOCK WITH IGNITION OFF,
ACTIVE <5 MPH

MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES

NON-ASBESTOS REAR BRAKE LINING

ASPHALT SPREADER CLEARANCE REAR
BRAKE GEOMETRY

CAST IRON OUTBOARD REAR BRAKE DRUMS

REAR BRAKE DUST SHIELDS

REAR OIL SEALS

HALDEX GOLDSEAL LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS

HALDEX AUTOMATIC REAR SLACK ADJUSTERS

CURRENT AVAILABLE SYNTHETIC 75W-90 REAR
AXLE LUBE

Rear Suspension

23,000# 52 INCH VARIABLE RATE MULTI-LEAF
SPRING REAR SUSPENSION WITH LEAF
SPRING HELPER

SPRING SUSPENSION - NO AXLE SPACERS

STANDARD AXLE SEATS IN AXLE CLAMP
GROUP

Brake System

AIR BRAKE PACKAGE

WABCO 4S/4M ABS

REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES

FIBER BRAID PARKING BRAKE HOSE

STANDARD BRAKE SYSTEM VALVES

STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM

STD U.S. FRONT BRAKE VALVE

RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE

WABCO SYSTEM SAVER HP WITH INTEGRAL
AIR GOVERNOR AND HEATER

AIR DRYER FRAME MOUNTED

STEEL AIR BRAKE RESERVOIRS

PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS

Trailer Connections

Description

AIR CONNECTIONS TO END OF FRAME WITH
GLAD HANDS FOR TRUCK AND NO DUST
COVERS

PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR SEPARATE STOP/TURN, ABS CENTER PIN
POWERED THROUGH IGNITION

SAE J560 7-WAY PRIMARY TRAILER CABLE
RECEPTACLE MOUNTED END OF FRAME

UPGRADED CHASSIS MULTIPLEXING UNIT

UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

3900MM (154 INCH) WHEELBASE

11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

1600MM (63 INCH) REAR FRAME OVERHANG

FRAME OVERHANG RANGE: 61 INCH TO 70
INCH

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
87.99 in

CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 84.99 in

CALC'D FRAME LENGTH - OVERALL : 255.51 in

CALCULATED FRAME SPACE LH SIDE : 31.37 in

CALCULATED FRAME SPACE RH SIDE : 35.59 in

SQUARE END OF FRAME

FRONT CLOSING CROSSMEMBER

STANDARD WEIGHT ENGINE CROSSMEMBER

STANDARD CROSSMEMBER BACK OF
TRANSMISSION

STANDARD MIDSHIP #1 CROSSMEMBER(S)

STANDARD REARMOST CROSSMEMBER

STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH CHROMED STEEL
BUMPER WITH COLLAPSIBLE ENDS

FRONT TOW HOOKS - FRAME MOUNTED

BUMPER MOUNTING FOR SINGLE LICENSE
PLATE

FENDER AND FRONT OF HOOD MOUNTED
FRONT MUDFLAPS

GRADE 8 THREADED HEX HEADED FRAME
FASTENERS

Fuel Tanks

Description
60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH RECTANGULAR FUEL TANK(S) PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS FUEL TANK(S) FORWARD PLAIN STEP FINISH FUEL TANK CAP(S) DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires
HANKOOK AH37 11R22.5 16 PLY RADIAL FRONT TIRES HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES
Hubs
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels
ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS
Cab Exterior
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING NO GRAB HANDLES PAINTED PLASTIC GRILLE ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE FIBERGLASS HOOD SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK

Description

SINGLE ELECTRIC HORN
 SINGLE HORN SHIELD
 REAR LICENSE PLATE MOUNT END OF FRAME
 INTEGRAL HEADLIGHT/MARKER ASSEMBLY
 (5) AMBER MARKER LIGHTS
 DAYTIME RUNNING LIGHTS
 INTEGRAL STOP/TAIL/BACKUP LIGHTS
 STANDARD FRONT TURN SIGNAL LAMPS
 DUAL WEST COAST BRIGHT FINISH MIRRORS
 DOOR MOUNTED MIRRORS
 102 INCH EQUIPMENT WIDTH
 LH AND RH 8 INCH BRIGHT FINISH CONVEX
 MIRRORS MOUNTED UNDER PRIMARY
 MIRRORS
 STANDARD SIDE/REAR REFLECTORS
 63X14 INCH TINTED REAR WINDOW
 TINTED DOOR GLASS LH AND RH WITH TINTED
 NON-OPERATING WING WINDOWS
 RH AND LH ELECTRIC POWERED WINDOWS,
 PASSENGER SWITCHES ON DOOR(S)
 1-PIECE SOLAR GREEN GLASS WINDSHIELD
 2 GALLON WINDSHIELD WASHER RESERVOIR
 WITHOUT FLUID LEVEL INDICATOR, FRAME
 MOUNTED

Cab Interior

OPAL GRAY CLOTH INTERIOR
 MOLDED PLASTIC DOOR PANEL
 MOLDED PLASTIC DOOR PANEL
 BLACK MATS WITH SINGLE INSULATION
 FORWARD ROOF MOUNTED CONSOLE WITH
 UPPER STORAGE COMPARTMENTS WITHOUT
 NETTING
 IN DASH STORAGE BIN
 (2) CUP HOLDERS LH AND RH DASH
 GRAY/CHARCOAL FLAT DASH
 HEATER, DEFROSTER AND AIR CONDITIONER
 STANDARD HVAC DUCTING
 MAIN HVAC CONTROLS WITH RECIRCULATION
 SWITCH
 STANDARD HEATER PLUMBING
 VALEO HEAVY DUTY A/C REFRIGERANT
 COMPRESSOR

Description

BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
DOME DOOR ACTIVATED LH AND RH, DUAL
READING LIGHTS, FORWARD CAB ROOF
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME
KEY QUANTITY OF 4
LH AND RH ELECTRIC DOOR LOCKS
BASIC ISRINGHAUSEN HIGH BACK AIR
SUSPENSION DRIVERS SEAT WITH
MECHANICAL LUMBAR AND INTEGRATED
CUSHION EXTENSION
BASIC ISRI HIGH BACK NON SUSPENSION
PASSENGER SEAT
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
BLACK SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
BLACK GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITHOUT GRADUATIONS
97 DB BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28
LED WARNING LAMPS AND DATA LINKED

Description

HEAVY DUTY ONBOARD DIAGNOSTICS
 INTERFACE CONNECTOR LOCATED BELOW LH
 DASH
 2 INCH ELECTRIC FUEL GAUGE
 PROGRAMMABLE RPM CONTROL -
 ELECTRONIC ENGINE
 ELECTRICAL ENGINE COOLANT TEMPERATURE
 GAUGE
 2 INCH TRANSMISSION OIL TEMPERATURE
 GAUGE
 ENGINE AND TRIP HOUR METERS INTEGRAL
 WITHIN DRIVER DISPLAY
 ELECTRIC ENGINE OIL PRESSURE GAUGE
 OVERHEAD INSTRUMENT PANEL
 AM/FM/WB WORLD TUNER RADIO WITH
 AUXILIARY INPUT, J1939
 DASH MOUNTED RADIO
 (2) RADIO SPEAKERS IN CAB
 AM/FM ANTENNA MOUNTED ON FORWARD LH
 ROOF
 POWER AND GROUND WIRING PROVISION
 OVERHEAD
 CB WIRING ONLY TO ROOF/OVERHEAD
 CONSOLE; NO MOUNTING PROVISION
 ELECTRONIC MPH SPEEDOMETER WITH
 SECONDARY KPH SCALE, WITHOUT
 ODOMETER
 STANDARD VEHICLE SPEED SENSOR
 ELECTRONIC 3000 RPM TACHOMETER
 IDLE LIMITER, ELECTRONIC ENGINE
 BW TRACTOR PROTECTION VALVE
 TRAILER HAND CONTROL BRAKE VALVE
 DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
 DRIVER DISPLAY
 SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
 WITH DELAY
 MARKER LIGHT SWITCH INTEGRAL WITH
 HEADLIGHT SWITCH
 TWO VALVE PARKING BRAKE SYSTEM WITH
 WARNING INDICATOR
 SELF CANCELING TURN SIGNAL SWITCH WITH
 DIMMER, WASHER/WIPER AND HAZARD IN
 HANDLE

Description
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
Design
PAINT: ONE SOLID COLOR
Color
CAB COLOR A: L0006EY WHITE ELITE EY BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) STANDARD E COAT/UNDERCOATING
Certification / Compliance
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options
NO TIRE INFLATION DEVICE/SYSTEM DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE
Raw Performance Data
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 84.99 in

Dealer Installed Options		
	Weight Front	Weight Rear
6-8 YD DUMP BODY 10 FT LONG WITH TOW PACK PER ATTACHED SPEC TWO WAY GATE AND 24 TO 30 IN SIDES.	0	0
Total Dealer Installed Options	0 lbs	0 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

ITEM 7.N

Construction Services Agreement with Arnco Construction Inc. for the Kissimmee Lancaster Ranch Park Phase 1 Project

Request

Approval of the agreement with Arnco Construction, Inc. to provide Construction Manager (CM) at risk services for the new Kissimmee Lancaster Ranch Park Phase 1 and approval of the First Addendum for re-construction services.

Explanation

On June 7, 2022, the City Commission authorized staff to negotiate an Agreement to provide Construction Manager at risk services for the new Kissimmee Lancaster Ranch Park Phase 1. Staff is requesting the approval of the negotiated Agreement and scope of services which includes, but is not limited to, the following:

1. Pre-Construction phase services will include review of the design with the consultant, AECOM Engineering company and City; value engineering suggestions, constructability reviews; pre-bid conferences with sub-contractors, bid solicitation services, and pre-award meetings with sub-contractors.
2. After pre-construction services are complete, the Construction Manager (CM) will present the City with a Guaranteed Maximum Price (GMP) to construct the project. The additional cost will be brought back to the Commission for approval as an amendment to this Agreement before construction services begin.
3. The CM shall furnish and pay for all services, materials, and labor to fully perform and complete the construction in accordance with the terms and conditions of the Agreement.

The First Pre-Construction Services Addendum allows the CM to begin reviewing the design of the park and work with the team toward providing the GMP. The cost of pre-construction services is an anticipated not-to-exceed (NTE) amount of \$17,000. Should the cost exceed the NTE amount, the changes shall be brought back to the City Commission for approval.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2014	Decrease	3,026,476	17,000

Financial Summary:

Sufficient funds for this request are available in the Local Sales Tax fund.

Recommendation

City of Kissimmee

Staff recommends Commission approval of the agreement with Arnco Construction, Inc. to provide Construction Manager at risk services for the new Kissimmee Lancaster Ranch Park Phase 1 and approval of the First Addendum for pre-construction services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Lancaster Ranch Park - Construction Manager at Risk Contract
2. Exhibit "A" - RFP2022-005 and Construction Manager Proposal

CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN CITY OF KISSIMMEE AND CONSTRUCTION MANAGER

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and **ARNCO Construction**, at 1110 Pennsylvania Avenue, Saint Cloud, Florida 34769, whose Federal Identification Number is: _____ (hereinafter designated as the "Construction Manager".)

WITNESSETH:

WHEREAS, the City desires certain Construction Manager At Risk services to be performed in the City of Kissimmee; and

WHEREAS, the City solicited for these professional services via RFP2022-005, an advertised request for proposals, and received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the City intends to retain the Construction Manager identified above to provide such professional services under this Agreement; and

WHEREAS, the Construction Manager remains agreeable to providing the City the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the City and the Construction Manager (collectively, the "Parties") hereby agree, as follows:

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Construction Manager accepts the relationship of trust and confidence established between The Construction Manager and the City by this Agreement. The Construction Manager covenants with the City to furnish his best skill and judgment in furthering the interest of the City. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and the most expeditious and economical manner, consistent with the interests of the City, and the terms and conditions of the Contract Documents. Further, the Construction Manager acknowledges that (i) they have represented to the City that they have specific expertise in the planning, reviewing, management, and construction of projects of similar size, cost, and complexity and (ii) that such representation is a material inducement to the City to enter into this Agreement.

1.1 The Construction Team:

The Construction Manager, the City, and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the

City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied. The specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

This Agreement, between the City and the Construction Manager, supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions/revisions of the Construction Documents and may be amended only by Change Order or through a duly executed amendment as authorized herein.

1.3 Definitions:

- 1.3.1 Project – the design and construction of the Lancaster Ranch Park for the City of Kissimmee, Florida, as further described in RFP #2022-005, including all attachments and addenda, and this Agreement. Pre-Construction Services of the Project shall include coordination of all architectural, landscaping and engineering design and other pre-construction services, including, without limitation, the preparation of a proposed GMP, necessary to provide a complete and usable facility in accordance with this Agreement. Construction Phase of the Project shall include the construction of the facility, along with project management and coordination and quality assurance services necessary to complete the Project to the City's satisfaction.
- 1.3.2 Services – shall include: (1) all professional services described in the City of Kissimmee's Request for Proposals RFP #2022-005, including all attachments and addenda and all services described in the Construction Manager's response thereto (collectively, "RFP2022-005" is attached hereto as a composite **Exhibit "A"** and made a part of this Agreement); (2) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (3) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the "Work") as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.
- 1.3.3 Pre-Construction Services Addendum is attached hereto and incorporated herein as **Exhibit "B"**.
- 1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit "C"** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually-acceptable Guaranteed Maximum Price ("GMP") and related terms.
- 1.3.5 Architect/Engineer – Architects Design Group/ADG, Inc.,
- 1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project ("Construction Documents") that have been completed by the Architect/Engineer and approved in writing by the City's Representative.

- 1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.
- 1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City's Representative.
- 1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.
- 1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.
- 1.3.11 General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.
- 1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").
- 1.3.13 *Intentionally omitted.*
- 1.3.14 Term –The "Term" of this Agreement shall commence on the Effective Date and shall continue thereafter through the date of completion by Construction Manager of all its contractual obligations (with the exception of the Warranty period as set forth in Section 2.6.3 and any other provisions contained herein which are specifically stated to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Construction Manager, including any retainage, as noted in the Certificate for Final Completion.
- 1.3.15 Allowance – Funds and time appropriated by the City for additional work which is not included in the contract document yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.
- 1.3.16 Contingency – Those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.

1.3.17 Effective Date – shall be the date this Agreement is executed by the Mayor after approval by the City Commission.

1.3.18 The City's Representative(s) may be any or all of the following: City Manager, Deputy City Manager, and/or the Public Works and Engineering Director.

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

The CITY does hereby retain the Construction Manager to furnish, provide and perform the Services (as defined in Section 1.3.2), as those Services may be further specifically designated and authorized by the CITY in writing, including, without limitation, those services as set forth in the Scope of Services of the Pre-Construction Services Addendum and in the GMP Addendum.

The Services shall include, without limitation, those described or specified in this Article 2. Such services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Additionally, some of the services described in this Article 2 may be specifically excluded by the City, as set forth in the completed Pre-Construction Services Addendum.

2.1 Project Management Information System (PMIS):

2.1.1 General:

2.1.1.1 Commencing immediately upon issuance by the City of a Notice To Proceed, the Construction Manager shall implement and shall utilize throughout the life of the particular Project all subsystems of the Project Management Information System hereinafter referred to as PMIS.

2.1.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the City's Representative and the Architect/Engineer monthly.

2.1.1.3 If requested by the City's Representative, the Construction Manager shall conduct a comprehensive workshop for participants designated by the City's Representative and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the City's Representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect/Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the City's Representative and the Architect/Engineer, procedures for accomplishing the management control aspect of the Project.

2.1.1.4 The PMIS shall be described in terms of the following major subsystems:

2.1.1.4.1 Narrative Reporting, on a monthly basis, and

2.1.1.4.2 Schedule Control, on a monthly basis, and

2.1.1.4.3 Cost Control, and estimating, and

- 2.1.1.4.4 Project Accounting, and
- 2.1.1.4.5 Accounting and Payment, on a monthly basis, and
- 2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

2.1.2.1 The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the City's Representative.

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

2.1.2.2.1 A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including all violations and deficiencies found by the applicable permitting authorities.

2.1.2.2.2 A Monthly Cost Narrative describing the current cost status of the Project.

2.1.2.2.3 A Monthly Scheduling Narrative summarizing the current status of the Master Project Schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, tracking of approved original baseline schedule versus the actual progress of the Work and other analyses as necessary.

2.1.2.2.4 A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.

2.1.2.2.5 A Monthly Progress Report, during the Construction Phase, summarizing the work of the various subcontractors and consultants. This report shall include information from the weekly job site meetings, as applicable, such as General Conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.1.2.2.6 A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.1.2.3 The reports outlined in subsection 2.1.2.2 shall be bound and submitted monthly during the Construction Phase and shall be current through the end of the preceding month. Copies shall be transmitted to the City's Representative and the Architect/Engineer and others as designated by the City's Representative with the monthly pay requisition. Additional copies of the Monthly Executive Summary, as outlined in subsection 2.1.2.2.1, shall be bound separately and distributed monthly, as directed by the City's Representative. The Daily Construction Diary, as outlined in subsection 2.1.2.2.6, shall be maintained at the Project Site Office Facility and be made

available to the City's Representative and Architect/Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the City's Representative at the conclusion of the Project.

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of the Notice To Proceed, the Construction Manager shall submit, to the City's Representative for approval, a Master Project Schedule covering the Pre-Construction Phase and Construction Phase. The Master Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the City, shall be made without the City's approval. Minor or immaterial deviations that do not affect key milestone dates may be amended if approved by the City's Representative.

2.1.3.2 Construction Schedule: With the submission of the GMP Proposal, the Construction Manager shall submit to the City's Representative, for approval, a Critical Path Construction Schedule (hereinafter "Construction Schedule") in sufficient detail to graphically depict the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Work, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Construction Schedule shall be based on a "Network Analysis System" and shall be the latest version of Microsoft Schedule, Primavera P3, or equivalent, as determined by the City's Representative. The City's Representative shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold any payment.

2.1.3.3 Updated Construction Schedule: Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Work, or at such earlier intervals as circumstances may require, update the Construction Schedule. The updated Construction Schedule will show the actual progress of the Work performed compared to the original baseline schedule, approved as set forth in Section 2.1.3.2, and all updates thereto as reflected in the updated Construction Schedule last submitted prior to submittal of each such monthly update. Each such update to the Construction Schedule shall be submitted to the City's Representative. Failure of the Construction Manager to update and submit the Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Construction Manager, until a schedule or schedule update acceptable to the City's Representative is submitted.

2.1.3.4 When required by the City's Representative, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.1.3.4.1 Subcontractor Construction Schedules (Sub-networks) - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the Construction Schedule, taking into account the work schedule of the other subcontractors. The Construction Manager shall ensure each Subcontractor's Construction Schedule is incorporated into the Construction Manager's Construction Schedule, ensuring the necessary information is included to allow for construction planning and monitoring the performance of each subcontractor.

2.1.3.4.2 Final Completion Schedule - The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly, and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 7 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

- 2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:
- 2.1.4.1 Estimate at the completion of schematic design; and
 - 2.1.4.2 Estimate at the completion of 100% design development plans; and
 - 2.1.4.3 Estimate at the submission of the GMP Proposal.
- 2.1.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.
- 2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
 - 2.1.5.2 Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.
 - 2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.
 - 2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.
- 2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-

Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

- 2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.
- 2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.
- 2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.
- 2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.
- 2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.
- 2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.
- 2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.
- 2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
- 2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be

continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.

2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase Services. The parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases may proceed concurrently.

2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.

2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the Architect/Engineer and City's Representative, in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if necessary, of right-of-way to be acquired, outstanding permits and related issues and the status of utility relocations.

2.3.3 Right of Way Acquisition – When requested, Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.

2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.

2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, the Construction Manager shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional

suggestions or recommendations as they may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments they may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

- 2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.
- 2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present their evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from their own equipment pool, they shall first

evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then they may lease such Project Site Office Facilities from their own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

- 2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team their recommendations as to needed requirements of this nature and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction is adequately protected from the normal inclement elements.
- 2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City of Kissimmee marketplace and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.
- 2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.
 - 2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to

act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and they shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. The Construction Manager shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for their personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. The Construction Manager is also responsible for performance and the relationships of his work to the work of his subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction progresses in a smooth and efficient manner in conformance with the Master Project Schedule.

2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.

2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.

2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- 2.4.5.3 Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.
- 2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.
- 2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.
- 2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the City Commission, in the form attached hereto and incorporated herein as **Exhibit "L"**. No work shall be performed until these documents are provided and the certificates are current.
- 2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- 2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
- 2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.
- 2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. The Construction Manager shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and the Construction Manager shall continue to exert their influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or

savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising therefrom. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:

2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City's Representative and Construction

Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.

- 2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City's Representative for submittal and transmittal to the Architect/Engineer and City's Representative of such drawings for action, and closely monitor their submittal and approval process.
- 2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.
- 2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
- 2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City's Representative.
- 2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City's Representative and the Architect/Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority's inspectors.
- 2.4.11.7 Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.
- 2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
- 2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.
- 2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his own forces and his Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review "As-Built" Drawings and marked up progress prints to provide as much accuracy as possible.
- 2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and

maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.

2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

- Contracts [subcontracts]
- Purchase Orders
- Shop Drawing Submittal/Approval Logs
- Equipment Purchase/Delivery Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records
- Labor Costs
- Material Costs
- Equipment Costs
- Cost Proposal Requests
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes

Construction Change Directives
Permits
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D"**. Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punch list of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and

shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

- 2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents.
- 2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any supplier of materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special

warranty to be provided will be in such form as is acceptable to City and shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.

- 2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.
- 2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 City's Information:

The City shall provide full information regarding the requirements for the Project.

3.2 City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State or City laws or codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the City

Commission in this Agreement or any Amendment or Change Order to this Agreement. The City Commission hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to \$100,000.00. Said changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager shall be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness

thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

- 4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 30 (thirty) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.
- 4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP

Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Manager fail to substantially complete the Work within the required time period, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount specified in the GMP Addendum, for each calendar day thereafter until Substantial Completion is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

ARTICLE 5

CONTRACT TIME EXTENSIONS

- 5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola City, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.
- 5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.
- 5.3 **NO DAMAGES FOR DELAY.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time and the payment

of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

- 6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as "Contract Amount"), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "K"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 6.1.1 **Pre-Construction Phase Services** - For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the City and the Design professionals, preparing cost estimates and schedules and preparing the GMP Proposal, Construction Manager shall receive the lump sum amount as specified in the Pre-Construction Services Addendum, attached to the Agreement as **Exhibit "B"**, and in accordance with the payment schedule set forth in said Addendum.
- 6.1.2 **Construction Phase Services** – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager's Fee to be negotiated as part of the GMP Addendum process.
- 6.1.2.1 **Construction Manager's Fee:** The Construction Manager's Fee shall be Construction Manager's total compensation for the Construction Manager's profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work, plus the Construction Manager's Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.
- 6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City's Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit "C"**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other

descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work, and the Construction Manager's Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.

6.1.2.3 The amount to be paid for Construction Manager's Fee shall be stated in the GMP Addendum. The Construction Manager's Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager's Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager's Fee shall be paid proportionally to the amount of the Work authorized by the City.

6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, the City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre Construction services.

6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager's Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount which shall be stated as a "nominal overage" in the GMP Addendum. Should the GMP value be increased by more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

6.1.3 Cost of the Work. The Phrase "Cost of the Work" shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;

6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;

6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;

6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project, as specified in Schedule 1 to the proposed GMP;

6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;

6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;

6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;

6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as "Reimbursable Costs". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as **Exhibit "J"** and made a part of this Agreement. Reimbursable Costs shall include:

6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;

6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum of the final Contract Amount, adjusted

to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item;**

6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;

6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;

6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;

6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a Subcontractor's default;

6.1.3.2.7 Costs for trash and debris control and removal from the site;

6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;

6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;

6.1.3.2.10 Transportation outside of Osceola County for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in

advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;

- 6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;
- 6.1.3.2.12 Costs for security services for the project, if necessary;
- 6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;
- 6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;
- 6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;
- 6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;
- 6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;
- 6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;
- 6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;
- 6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming

Work for which reimbursement is excluded pursuant to the terms of this Agreement;

6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the FDOT Contractor Quality Control process;

6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:

6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;

6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;

6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;

6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;

6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;

6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;

6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;

6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;

6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:

6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Construction Manager.

6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase

Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.

- 6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or \$250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to \$50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as Exhibit "I" to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed fifteen (15) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

- 6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.
- 6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to \$50,000, for the use of the City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than \$50,000 will be required to be obtained from the Commission. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as Exhibit "M" to this Agreement.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

- 7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.
- 7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.
- 7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.
- 7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by

sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.

- 7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 are agreed upon, the Construction Manager, provided they receive a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4 above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2.
- 7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.
- 7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.
- 7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.
- 7.1.9 *Intentionally omitted.*

- 7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.
- 7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time and not inconsistent with the intent of the Construction Documents. Such changes shall be effected in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.
- 7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48 hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments for Construction Phase Services

- 8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.

- 8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.
- 8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.
- 8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.
- 8.1.5 Ten percent (10%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from 10% to 5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.
- 8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.
- 8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to take any corrective action City deems appropriate to cure any of the above noted items, at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within five working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the City Commission. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

- 9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.
- 9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at \$1,000,000/1,000,000/1,000,000.
- 9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:
- 9.1.3.1 Construction Manager's Comprehensive General, \$1,000,000 Each (\$2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
 - 9.1.3.2 Automobile Liability Coverages, \$1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit
 - 9.1.3.3 Excess Liability, Umbrella Form \$2,000,000 Each Occurrence, Combined Single Limit
 - 9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.

- 9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.
- 9.1.5 *Intentionally omitted.*
- 9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- 9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
- 9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
- 9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:
- 9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. Such Certificates of Insurance shall be updated within five (5) business days of the expiration of or material change to any insurance evidenced on the Certificate of Insurance.
- 9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.
- 9.1.9.3 City of Kissimmee, a municipal corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.
- 9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.
- 9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.
- 9.1.10 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools,

machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first \$5,000 of any claim against the City's Builder's Risk policy.

- 9.1.11 The Construction Manager shall not allow a subcontractor to work on the Project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2 Waiver of Subrogation:

- 9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a municipal corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence. The provisions of this Section shall include any claims for equitable relief or for damages

(compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The Construction Manager shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring the Construction Manager's contractual obligations under this Section. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of their obligations under this Agreement, including any obligation they assumes to perform work with thier own forces, the City may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all

materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient if: the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method he may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).

10.3 Termination by City Without Cause:

10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.

10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

10.3.2.1 Cease operations as directed by the City in the notice;

10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination,

along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

- 11.1 Neither the City nor the Construction Manager shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

- 12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:
 - 12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - 12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and
 - 12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected. The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice.
- 12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.
- 12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim,

for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the State of Florida's Ninth Judicial Circuit in and for Osceola County, Florida or in the United State District Court, Middle District of Florida in Orange County, Florida. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law, and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of the City, including, without limitation, the Office of the Osceola County Clerk and Comptroller, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, the City, or its duly authorized agents or representatives, or any other authorized party conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Audit Amount is equal to or greater than \$10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13.5 **Cleanup and Protections**

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24 hour written notice, to perform any required clean up and to back charge the Construction Manager for the costs of such clean

up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have and maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes."

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, gender identity, sex, sexual orientation, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 Public Records

CONSTRUCTION MANAGER 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, CONSTRUCTION MANAGER shall keep and maintain public records required by the CITY to perform the service.

If CONSTRUCTION MANAGER has questions regarding the application of Chapter 119, Florida Statutes, to CONSTRUCTION MANAGER'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.

- a. If CITY's Custodian of Records requests records from CONSTRUCTION MANAGER, CONSTRUCTION MANAGER 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.

- b. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER does not transfer the records to CITY.
- c. Upon completion of the contract, CONSTRUCTION MANAGER shall transfer, at no cost, to CITY all public records in possession of CONSTRUCTION MANAGER or keep and maintain public records required by CITY to perform the service. If CONSTRUCTION MANAGER transfers all public records to CITY upon completion of the Agreement, CONSTRUCTION MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSTRUCTION MANAGER keeps and maintains public records upon completion of the Agreement, CONSTRUCTION MANAGER 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.
- d. Upon notice to CONSTRUCTION MANAGER of a request to inspect or copy public records relating to CITY's agreement for services, CONSTRUCTION MANAGER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONSTRUCTION MANAGER 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.
- f. If the CONSTRUCTION MANAGER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

13.14 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.15 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee Public Works Director
101 Church Street
Kissimmee, Florida, 34741
Attention: Public Works Director

For Construction Manager

Company
Attention: Title
Address 1
Address 2

13.16 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.17 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.18 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSTRUCTION MANAGER 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.

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

- CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONSTRUCTION MANAGER otherwise complied, shall promptly notify CONSTRUCTION MANAGER and CONSTRUCTION MANAGER shall immediately terminate the contract with the subcontractor.
- 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. CONSTRUCTION MANAGER acknowledges that upon termination of this Agreement by the City for a violation of this section by CONSTRUCTION MANAGER, CONSTRUCTION MANAGER may not be awarded a public contract for at least one (1) year. CONSTRUCTION MANAGER further acknowledges that CONSTRUCTION MANAGER is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- *Subcontracts.* CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13.19 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

- 13.19.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;
- 13.19.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;
- 13.19.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;
- 13.19.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;
- 13.19.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;
- 13.19.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;
- 13.19.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;
- 13.19.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;

- 13.19.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.20 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

13.21 Scrutinized Companies Certification

By signing this Agreement, Construction Manager certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Construction Manager has submitted false certification, City shall provide Construction Manager with written notice of its determination. Construction Manager shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

ARTICLE 14
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES
FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

- 14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.
- 14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.
- 14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or

Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

- 14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.
- 14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.
- 14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general contracting.
- 14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor's cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.
- 14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

- 14.2.1 The Subcontractor has included Florida State Sales and other applicable taxes in thier bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.
- 14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased Materials and the responsibilities of both the City/Public Entity and the

Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.

- 14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.
- 14.2.4 The Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.
- 14.2.5 The Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- 14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
 - A. the name, address, telephone number and contact person for the material supplier
 - B. manufacturer or brand, model or specification number of the item
 - C. quantity needed as estimated by Subcontractor
 - D. the price quoted by the supplier for the materials identified therein, including freight
 - E. any sales tax associated with such quote
 - F. delivery dates as established by Subcontractor
- 14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.
- 14.2.8 After receipt of the Purchase Order Requisition Form, the City's Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Procurement Director or their designated representative shall be the approving authority for the City on Purchase Orders in conjunction with City Purchased Materials. The

Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.

- 14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.
- 14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
- 14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.
- 14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager, as City's Representative, shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.
- 14.2.13 The Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor

discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

- 14.2.14 The Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. The Subcontractor shall account monthly to the City, through the Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.
- 14.2.15 The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
- 14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.
- 14.2.17 The transfer of possession of City-Purchased Materials from the City to the Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.
- 14.2.18 The City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.
- 14.2.19 The City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.

- 14.2.20 On a monthly basis, the Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.
- 14.2.21 In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.
- 14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to the Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15

INCORPORATION OF EXHIBITS

- 15.1 The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit "A"	-	RFP2022-005 and Construction Manager's Proposal
Exhibit "B"	-	Pre-Construction Services Addendum
Exhibit "C"	-	GMP Addendum
Exhibit "D"	-	Certificate of Substantial Completion
Exhibit "E"	-	Release and Affidavit
Exhibit "F"	-	Application for Payment Form
Exhibit "G"	-	Final Payment Request Checklist / Certificate of Final Completion
Exhibit "H"	-	Change Order
Exhibit "I"	-	Allowance Authorization Release
Exhibit "J"	-	Schedule of Reimbursables
Exhibit "K"	-	Hourly Rate Schedule
Exhibit "L"	-	Public Construction Bond
Exhibit "M"	-	Buy-Out Allowance Authorization Release

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF KISSIMMEE, a municipal
corporation of the
State of Florida

ATTEST:

By: _____
Linda Hansell
City Clerk

By: _____
Olga Gonzalez, Mayor
City of Kissimmee Commission

Date Signed by Mayor: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes
City Attorney

Date

ATTEST: Arnco Construction, Inc., a Florida Corporation

By: Kimberle Cover
Printed Name: Kimberle Cover

By: Benjamin Arnold
Printed Name: Benjamin Arnold
Title: President

EXHIBIT “A”

RFP2022-005 and Construction Manager’s Proposal

Lancaster Ranch Park – Phase 1



EXHIBIT B

Construction Manager's Personnel During Construction Phase

Name	Title	Duration (Weeks)	Percentage
Off-Site Staff			
Phillip Owen	Project Manager	TBD	
On-Site Staff			
TBD	Superintendent	TBD	



City of Kissimmee Lancaster Park

Construction Team Representatives

City.....	City of Kissimmee The City of Kissimmee Commission City Manager Deputy City Manager Public Works & Engineering Division Director
Architect / Engineer.....	Mike Brown, AECOM Technical Services Inc
Construction Manager.....	CM@Risk Arnco Construction, Inc. Benjamin Arnold, President Phillip Owen, Project Manager / Pre-Construction Rick Smallish, Project Manager / Pre-Construction Kim Cover, Project Engineer TBD, Project Superintendent



City of Kissimmee Lancaster Park

Pre-Construction Phase Services

1. Document & Drawing Review
2. Scope origination
3. Bid package preparation / Estimating
4. Meetings with Design Team
5. Printing / Advertising
6. Receive & Open Subcontract Bids
7. Bid tabulation & GMP preparation
8. Prepare all documentation for Board review.

City of Kissimmee Lancaster Park

Omitted Services as previously included in Article 2 of the Agreement

1. All construction phase elements are omitted until GMP is complete. See above Exhibit II for Pre-Con Scope



Arnco Construction, Inc.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111 Fax 407-892-0053

City of Kissimmee Lancaster Park

Construction Manager's Staff Positions to be Assigned to the Preconstruction Phase

Name	Title	Duration (Weeks)	Percentage
Phillip Owen	PM / Pre-Construction	8	15%
Rick Smallish	PM / Pre-Construction	8	15%
Kim Cover	Pre-Construction PE	2	4%

V. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Vice President	tbd	x	x
Preconstruction Manager	tbd	x	x
Sr. Project Manager	tbd	x	x
Superintendent	tbd	x	x



1110 PENNSYLVANIA AVENUE – SAINT CLOUD, FL 34769
TEL: 407-892-0111 – FAX: 407-892-0053
ARNCOCONSTRUCTION.COM

June 24, 2022

City of Kissimmee
101 Church Street, Ste 301
Kissimmee, FL 34741
Re: City of Kissimmee – Lancaster Park

Attn: Robert Masiku,

We are pleased to submit for your review, the following proposal on the above referenced project in the amount of \$17,000.00 for the Pre-Construction Phase of this project as further described below.

- Document & Drawing review
- Scope origination
- Bid package preparation / Estimating
- Meetings with design team
- Printing / Advertising
- Pre Bid Conference
- Receiving of subcontract bids
- Bid Tabulation & GMP Preparation
- Prepare all documentation for Board review

Thank you for the opportunity to submit our proposal on the referenced project
Sincerely,

A handwritten signature in blue ink, appearing to read 'Phillip Owen', with a long horizontal flourish extending to the right.

Phillip Owen
Project Manager

Specializing in Commercial Building



Construction Manager at Risk Kissimmee Lancaster Ranch Park-Phase 1

#RFP2022-005
May 11, 2022





TAB 1

Executive Summary



May 11, 2022

Debbie Luke
Purchasing Coordinator
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

RE: RFP2022-005 Construction Manager at Risk-Kissimmee Lancaster Park Ranch-Phase I

Dear Ms. Luke and Selection Committee:

The Arnco Construction team is excited to provide our qualifications for Construction Manager at Risk Services for the City of Kissimmee Lancaster Ranch Park. Our team thoroughly understands the CMAR process and is ready to support your commitment to the community by providing excellence in every aspect of this project.

The Arnco Team will provide unsurpassed value based on:

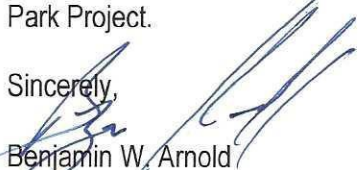
Local Subcontractor Participation: Our knowledge of local trade contractors is unsurpassed. As a local Company **we consistently provide an 80% participation rate**. Utilizing our knowledge of local trade contractor's crew sizes and job size capabilities. This allows us to bring the most cost effective and quality driven construction team.

CMAR Experience: The Arnco team has successfully completed public projects for more than ten years under the CMAR process for Osceola County, City of Kissimmee, City of St. Cloud, and the School District of Osceola County. With a focus on "Building our Community" we are experts at providing preconstruction services, working with the design team and maximizing local participation. Our open-book policy and streamlined communication with the project team allow for a seamless delivery.

Proven Team: All proposed team members have a proven track record of success building public projects. Some of our recent project experience includes, Celebration Athletic Fields, Fire Station 73, Emergency Medical Services Maintenance Facility, and the Sheriff Training Facility. All team members have extensive knowledge of site improvements with each site having its own unique set of requirements, with our team's experience Arnco will provide a worry-free project for the City of Kissimmee.

Thank you for considering Arnco as Construction Manager at Risk for the Kissimmee Lancaster Ranch Park Project.

Sincerely,


Benjamin W. Arnold
President, Arnco Construction



Firm name, owner, address, telephone number, fax number & email address.

Arnco Construction is owned and operated by Benjamin Arnold. Our address is 1110 Pennsylvania Avenue, St. Cloud, FL. PH.407-892-0111/Fax 407-892-0053. Email: Ben@arncoconstruction.com

Number of years in business.

Arnco was established in Osceola County over 28 years ago.

Number of full-time employees

The Arnco team consists of 12 full-time employees and a team that extends to include many Osceola County businesses that provide subcontractor services in our community.

Volume of work during each of the last five year:

Year	Volume of Work
2021	\$7,563,000
2020	\$7,349,000
2019	\$6,852,000
2018	\$12,864,000
2017	\$12,700,000

Describe and explain any litigation, major disputes, contract defaults or liens in past 10 years

Arnco Construction has no past or pending litigation major disputes, contract defaults or liens relating to our work during the last ten years.



Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARNOLD, BENJAMIN WESLEY
ARNCO CONSTRUCTION, INC.
1110 PENNSYLVANIA AVENUE
SAINT CLOUD FL 34769

LICENSE NUMBER: CGC1520245
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Kissimmee
101 North Church Street
Kissimmee, FL 34741
BUSINESS TAX RECEIPT
BUSINESS TAX RECEIPT VALID FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

LIC #: BTR-15972
CODE:
CONTACT: BENJAMIN W. ARNOLD
CATEGORY: STATE CERTIFIED

FEE	PENALTY	TOTAL	VALIDATION
\$19.00	\$0.00	\$19.00	09/11/2021

Mailing Address
ARNCO CONSTRUCTION INC
1110 PENNSYLVANIA AVE
Saint Cloud, FL 34769

Business Address
ARNCO CONSTRUCTION INC
1110 PENNSYLVANIA AVE
Saint Cloud, FL 34769

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO \$250

State of Florida

Department of State

I certify from the records of this office that ARNCO CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on June 17, 1994.

The document number of this corporation is P94000045669.

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 February 1, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of February, 2022*



Randy R. Lee
Secretary of State

Tracking Number: 0483873544CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



April 18, 2022

Addendum No. 1

Project: Construction Manager at Risk – Kissimmee Lancaster Ranch Park – Phase 1
Bid No: RFP2022-005

TO ALL PROPOSERS:

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

Vendor Link

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

To ensure correct information formatting:

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

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

DemandStar:

To ensure correct information formatting:

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

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

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

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

Non-Mandatory Pre-bid Meeting Update

The scheduled Pre-bid Meeting located at the Kissimmee City Hall on April 25, 2022 at 11:30am was been moved to a teleconference platform. If there are any changes to the scheduled meeting an announcement will be posted on DemandStar and Vendorlink on Friday, April 22, 2022 no later than 4:00 PM. You are invited to a Teams meeting.

When: April 25, 2022 11:30 AM Eastern Time (US and Canada)

Link for this meeting:

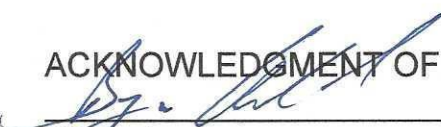
[Click here to join the meeting](#)

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.

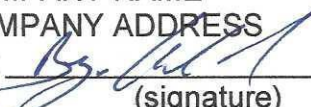
Brandon Durango
Procurement Manager

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


(Signature)

COMPANY NAME Arnc Construction

COMPANY ADDRESS 1110 Pennsylvania Ave. St. Cloud, FL 34769

BY: 

DATE: May 02, 2022

(signature)

Benjamin Arnold/President

EMAIL: Ben@arncconstruction.com

(typed name/title of signer)



April 27, 2022

Addendum No. 2

Project: Construction Manager at Risk – Kissimmee Lancaster Ranch Park – Phase 1
Bid No: RFP2022-005

TO ALL PROPOSERS:

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

1. Is Page 20 supposed to be blank?

Answer: Yes

2. On page 21 of the RFP it asks for a total cost for Lancaster Ranch Park phase I. Is this to be included with the packet submittal? If so will we be receiving a set of drawings to base our total cost on?

Answer: Page 21 "Bid Schedule" is not required as this bid will not be based on a dollar value. We are seeking professional services from a qualified consultant with this proposal, the consultant will provide construction phase services to support the City's construction administration and inspection processes.

3. Please clarify for our packet submittal do we turn in the (1) original, (5) Copies and (1) electronic CD to Purchasing or do we just submit our packet electronically on Vendorlink and not turn in any hard copies?

Answer: Submit your packet electronically via Vendorlink or DemandStar. Hard copies will be accepted if the electronic submission is not a possibility.

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)

(Signature)

COMPANY NAME Arnco Construction

COMPANY ADDRESS 1110 Pennsylvania Ave. St. Cloud, FL 34769

BY: (signature) DATE: May 02, 2022

Benjamin Arnold/President

EMAIL: Ben@arncoconstruction.com

(typed name/title of signer)

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)

Company Name: Arnco Construction, Inc.

DBA/Fictitious Name (if applicable): _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: 59-3253396

<u>1110 Pennsylvania Avenue</u>		
<u>(Street No or PO Box Number)</u>	<u>(Street Name)</u>	<u>(City)</u>
<u>Saint Cloud, FL 34769</u>		
<u>(City)</u>	<u>(State)</u>	<u>(Zip Code)</u>

Contact Person: Benjamin Arnold

Phone Number: 407-892-0111

Cell Phone Number: 407-908-8691

Email Address: Ben@arncoconstruction.com

Type of Organization:

☐ Sole Proprietorship	☐ Partnership	☐ Non-Profit	☐ Sub-Chapter
☐ Joint Venture	☒ Corporation	☐ LLC	☐ LLP
☐ Publicly Traded	☐ Employee Owned		

State of Incorporation Florida

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Arnco Construction

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.

1110 Pennsylvania Avenue

6 City, state, and ZIP code

Saint Cloud, FL 34769

Requester's name and address (optional)

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

5 9 - 3 2 5 3 3 9 6

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 ►

5-9-22

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.

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



TAB 2

Approach to the Project

Define in detail the components of job specific pre-construction services and the responsibility of the Construction Manager for each component of this phase including budget estimating, value engineering, constructability recommendations and master project schedule.

Beginning the preconstruction process with quality control, value and scheduling in mind is what enables Arnco Construction to deliver a project on time and within budget. This approach also allows for early decision making and planning. The mechanics behind the preconstruction process requires constant team interaction with design professionals and subcontractors. Our Project Manager will work closely with your preconstruction team throughout the design process. They will use their combined experience of over 75 years to provide constructability, avoid trade conflicts and control cost.

The Project Manager begins the estimating process and works closely with the team members to determine a list of qualified subcontractors and suppliers when the scope of work is determined. Our estimating program provides thorough and accurate estimates that allow our clients to allocate spending accordingly. All estimates are created in an industry standard division format. The Project Manager records changes from one pricing period to another, tracking the progression of costs from beginning to completion, allowing us detailed breakdowns of job-related costs, and the resources needed to maintain project budgets.

Arnco Construction's preconstruction team will utilize all the following in the estimating process to ensure a quality project:

- Prepare preliminary construction budgets
- Provide value engineering and design alternates
- Establish permitting and design schedules
- Ensure Constructability
- Provide Quality Control
- Evaluate design alternatives
- Develop bid packages
- Develop preliminary schedules
- Prepare GMP Report
- Prepare site utilization plan
- Manage preconstruction meetings
- Manage permitting process
- Qualify Bids and Estimates
- Develop Master Construction Schedule
- Assemble construction team
- Prepare cost estimates

Arnco Construction incorporates cost control and value engineering from the beginning. Our Project Manager will work with the design team to provide cost feedback and alternate systems. This allows the engineering and design teams to use the most cost-effective systems and prevent overruns (also known as value engineering). Arnco's team will work with subcontractors and suppliers to research the most updated and innovative ways to provide increased value and savings to the owner. To ensure all subcontract pricing is accurate, we will have pre-bid meetings with all qualified contractors to confirm their bid meets the project requirements and provides a complete and accurate scope of service.

Controlling cost in today's market means accounting for both human resources and materials. Arnco has a system in place to correctly assign cost to each aspect of a project at any given time in the construction phase. Team members strictly adhere to a purchase order system to account for all materials and labor for a specific job. The Project Manager tracks project cost on a continuing basis to monitor cost control and possible opportunities for savings.

Detailed approach to the CM's competitive bidding for subcontracts, other cost of the work, general conditions cost summary, CM fee negotiations, GMP Compilation, etc.

To ensure the needed equipment and supplies to complete a project are available and included in the Guaranteed Maximum Price, our pre-construction team takes the following steps:

- Carefully analyzing bid package for exclusions and significant price fluctuations
- Reviewing bids for errors
- Is the bidder reputable in their specific trade?
- Clear and concise subcontractor agreements
- Subcontractor's financial stability
- If new subcontractor relationship, can they provide trade references and adequate manpower
- Updated pricing from suppliers

As a Construction Manager we closely review purchasing requirements and address opportunities to achieve cost savings that can be passed on to the owner through buy-out. Arnco is extremely successful at the buy-out process with our knowledge and expertise of the local market.

Owner direct purchase and sales tax saving approach to the project.

In the pre-construction process our team will identify a list of items for Owner Direct Purchase (ODP) to pass on maximum cost savings to the City of Kissimmee. Once these items are identified we will meet with the owner's representative to make our recommendations on items that will save the largest amount of sales tax. On similar size projects in the past Arnco has averaged 20% of materials purchased under the ODP process.

Approach to the management and construction of the project.

The Arnco team has completed multiple projects under the CMAR process and has a thorough understanding of the scope of services required. The Arnco staff is confident in providing these types of services and will perform without exception. Key personnel are ready to work with your design professionals to achieve the goals and objectives for the Kissimmee Lancaster Ranch Park. Our approach to construction management is based on communication, careful planning, and inspections. We will implement the following procedures to ensure a smooth transition from preconstruction through completion:

- Work closely with Design Team to ensure constructability and value.
- Research and study the market analysis to provide industry specific options and conceptual estimating.
- Establish long lead items that will be critical in establishing milestones for the critical path schedule.
- Obtain highly competitive subcontractor and suppliers to ensure all requirements are met.
- Provide detailed estimates that define critical scope and budget requirements.
- Establish Guaranteed Maximum Price (GMP) report and aggressive schedule for construction.
- Communicate and assist the owner with all Owner Direct Purchases. (ODP)
- Administer the construction site safety and control quality.
- Maintain and update a master construction schedule to deliver a top-quality project on time.
- Work closely with owner on training, turnover, and warranty of the new park.

CM's approach to quality workmanship and contract compliance control measures.

Our preconstruction team performs a thorough review of the plans and specifications. During this review, we check for constructability and accuracy to assist with design. Providing feedback to the designers and owners, Arnco Construction also works closely with suppliers and subcontractors to ensure quality materials are being used that meet the intended design criteria. Communication and inspection are a crucial part of quality control. Our project managers give very clear, written scopes to subcontracts to ensure understanding of the project, along with comprehensive one-on-one meetings. The superintendent performs onsite inspections of all work as it is completed. During the construction phase, daily inspections are performed and recorded to ensure quality workmanship is maintained throughout the project.

We take pride in the quality of our work without exception!





TAB 3
**Experience, Expertise, Personnel
& Technical Resources**

Tab 3/Experience, Expertise, Personnel & Technical Resources

1. Provide a minimum of at least three (3) and a maximum of five (5) similar CMAR projects completed for public entities which best illustrate the experience of the firm and current staff. (List no more than five (5) projects completed within the last ten (10) year.) (Maximum of one (1) page only per

OSCEOLA COUNTY SHERIFF TRAINING FACILITY SAINT CLOUD, FL



Project Details:

Arnco Construction was selected as the Construction Manager for the New Osceola County Sheriff Training Facility.

The 101 acre site includes a rifle and pistol shooting range with automated targeting systems, driver training course. Along with 6,400 S.F. observation tower, rappel tower, shoot house, armory, and 16,000 SF classroom building.

The nature of the firm's (CMAR) responsibility on the project:

Oversee the entire process starting with working with the design team and providing GMP (Guaranteed Maximum Price), constructability review, value engineering opportunities. Provide turn key construction services through project close-out.

Project Owner's representative name, address and phone number:

Curt Diehl
1 Courthouse Square,
Kissimmee, FL 34741
Ph. 407-402-0200

Date project was completed or anticipated to be completed:

April 2022

Size of project (gross S.F. and/or area of construction):

27,500 S.F.

Cost of project (construction cost):

\$12,789,918

Change order summary:

The only change order was a deduct for Owner Direct Purchase

Work for which your staff was responsible:

Site Work, three buildings and targeting system

Key professionals involved in the project:

Phillip Owen, Project Manager phase I
Rick Smallish, Project Manager phase II
Micky Lea, Superintendent
Kim Cover, Project Engineer

CELEBRATION RESIDENTIAL OWNER'S ASSOCIATION ATHLETIC FIELDS
CELEBRATION, FL



Project Details:

Arnco Construction provided construction management services two natural athletic fields and one artificial turf. Vertical construction included a pavilion and concession building serving the Celebration community.

The nature of the firm's (CMAR) responsibility on the project:

Provide pre-construction services, oversee all construction through closeout.

Project Owner's representative name, address, and phone number:

Steve Waring
851 Celebration Avenue
Celebration, FL 34747

Date project was completed or anticipated to be completed:

June 2019

Size of project (gross S.F. and/or area of construction):

Improvements on a 4-acre site

Cost of project (construction cost):

\$4,500,000

Change order summary:

- 1) Owner added Fence, gutters & downspouts
- 2) Muck removal by retaining wall

Work for which your staff was responsible:

All site improvements, utilities, construction of pavilion, and concession bldgs. Project close-out and warranty.

Key professionals involved in the project:

Phillip Owen, Project Manager
Rick Smallish, Superintendent
Kim Cover, Project Engineer

FIRE STATION #73
REUNION, FL



Project Details:

Arnco Construction was selected as the Construction Manager for the new fire station in Reunion by Osceola County. The Fire Station consist of site work, tilt wall construction of a new fire station building with four bays, sleeping quarters, offices, and a commercial kitchen.

The nature of the firm's (CMAR) responsibility on the project:

This is a prototype facility therefore our responsibility is GMP and overall construction.

Project Owner's representative name, address, and phone number:

Curt Diehl
1 Courthouse Square,
Kissimmee, FL 34741
Ph. 407-402-0200

Date project was completed or anticipated to be completed:

August 2018

Size of project (gross S.F. and/or area of construction):

12,456 S.F.

Cost of project (construction cost):

\$4,779,889.00

Change order summary:

- 1) Owner added sidewalk
- 2) Owner added inground lights for flag poles
- 3) Owner added wall tile to ceiling

Work for which your staff was responsible:

Manage all phases of construction from site improvements, vertical construction, and closeout.

Key professionals involved in the project:

Rick Smallish, Superintendent
Phillip Owen, Project Manager
Kim Cover, Project Engineer

CAMPBELL CITY TAX COLLECTOR BRANCH OFFICE
CAMPBELL CITY, FL



Project Details:

Arnco Construction was selected as the Construction Manager for the new branch office for Osceola County Tax Collector. The project included all site improvements and construction of an 11,102 S.F. building with office, waiting room, break room and lobby.

The nature of the firm's (CMAR) responsibility on the project:

Develop scope of services with the Owner and Architect. Coordinate all construction documents, provide GMP and oversee all construction.

Project Owner's representative name, address, and phone number:

Curt Diehl
1 Courthouse Square,
Kissimmee, FL 34741
Ph. 407-402-0200

Date project was completed or anticipated to be completed:

June 2020

Size of project (gross S.F. and/or area of construction):

11,102 S.F.

Cost of project (construction cost):

\$4,454,556.00

Change order summary:

N/A

Work for which your staff was responsible:

Manage all phases of construction from site improvements, vertical construction, and closeout.

Key professionals involved in the project:

Phillip Owen, Project Manager
Rick Smallish, Superintendent
Kim Cover, Project Engineer

THE SCHOOL DISTRICT OF OSCEOLA COUNTY TEST KITCHEN AND
CONFERENCE CENTER

KISSIMMEE, FL



Project Details:

Arnco Construction was selected as the Construction Manager for the renovation and addition to the district wide test kitchen and conference center. This project included space reconfiguration, renovations, and addition of a café.

The nature of the firm's (CMAR) responsibility on the project:

Provided constructability reviews, budget, GMP and construction.

Project Owner's representative name, address and phone number:

Remy Gili
817 Bill Beck Boulevard
Kissimmee, FL 34744
Ph. 407-518-2952

Date project was completed or anticipated to be completed:

December 2014

Size of project (gross S.F. and/or area of construction):

13,000 S.F.

Cost of project (construction cost):

\$1,563,751

Change order summary:

Two change orders

- 1) Add a dry storage building
- 2) Deduct for Owner Direct Purchase

Work for which your staff was responsible:

Demolition and renovation of the classroom space to a conference center. Build out of a complete commercial kitchen for testing of equipment. Addition of a café space by enclosing an existing porch area.

Key professionals involved in the project:

Phillip Owen, Project
Rick Smallish, Superintendent

II. Provide an organizational chart of the team highlighting the key individuals who will work on this project as identified above.

Key Personnel Organizational Chart



PHILLIP OWEN PRE-CONSTRUCTION MANAGER



Phillip has more than 18 years of construction management experience. He has managed projects for Osceola County, City of Kissimmee, and many private companies throughout Central Florida. Phillip will oversee the pre-construction phase and provide an accurate GMP, review constructability, and identify value engineering opportunities while working with the design team to provide the City of Kissimmee with the best possible product.

RELEVANT PROJECT EXPERIENCE:

Job assignment for other projects: N/A

Percentage of time assigned to project: 100%

How many years with this firm:
7 Years

How many years with other firms:
11 Years

Education, Certifications and Registrations:

Bachelors of Science in Business Administration, FL Southern College

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | Project Manager | \$4,454,556

FIRE STATION 73, REUNION, FL
New 12,456 SF | Project Manager | \$4,841,540

OSCEOLA COUNTY SHERIFF TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | Project Manager | \$12,789,918

CELEBRATION ATHLETIC FIELDS, CELEBRATION, FL
New 15,885 SF | Project Engineer | \$2,773,866

JOHNSON UNIVERSITY, KISSIMMEE, FL
New 12,931 SF | Project Manager | \$3,228,724

POINCIANA HIGH SCHOOL FIELD REHABILITATION
Renovation | Project Manager | \$733,036

CELEBRATION MAINTENANCE FACILITY, CELEBRATION, FL
New 10,000 SF | Project Engineer | \$3,228,724

CENTRAL MEDICAL PLAZA, KISSIMMEE, FL
New 12,000 SF | Project Engineer | \$1,800,000

CENTERSTATE BANK, KISSIMMEE, FL
New 5,000 SF | Project Engineer | \$1,500,000

GENERATION POINT/SHERIFF CLINIC, KISSIMMEE, FL
Renovation & Build-Out 12,000 SF | Project Engineer | \$1,500,000

FOCAL POINT CHURCH, ORLANDO, FL
New 12,000 SF | Project Manager | \$3,100,000

RICK SMALLISH **PROJECT MANAGER**



Rick has more than 26 years of construction management experience. He has managed projects for Osceola, City of Kissimmee, and many private companies throughout Central Florida. Rick will assist Phillip in the preconstruction process. During the construction phase he will be conducting weekly project meetings and will be responsible for cost and schedule control, subcontractor coordination, buyout, and contract negotiation, timely RFI and final closeout.

RELEVANT PROJECT EXPERIENCE:

Job assignment for other projects: N/A

Percentage of time assigned to project: 100%

How many years with this firm:
9 Years

How many years with other firms: 17 Years

Education, Certifications and Registrations:

OSHA 10 & 30, advanced scaffolding & rigging

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | Superintendent | \$4,454,556

FIRE STATION 73, REUNION, FL
New 12,456 SF | Superintendent | \$4,841,540

OSCEOLA COUNTY SHERIFF TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | Project Manager Phase II | \$12,789,918

CELEBRATION ATHLETIC FIELDS, CELEBRATION, FL
New 15,885 SF | Superintendent | \$2,773,866

POINCIANA HIGH SCHOOL FIELD REHABILITATION
Renovation | Superintendent | \$733,036

FOCAL POINT CHURCH, ORLANDO, FL
New 12,000 SF | Superintendent | \$3,100,000

TEST KITCHEN AND CONFERENCE CENTER, KISSIMMEE, FL
New 6,000 SF | Superintendent | \$1,330,000

CENTERSTATE BANK, KISSIMMEE, FL
New 5,000 SF | Superintendent | \$1,500,000

CITY ST. CLOUD WATER TREATMENT PLANT, ST. CLOUD, FL
New 11,000 SF | Superintendent | \$1,100,000

WEST BEND MUTUAL INSURANCE CAMPUS EXPANSION, WEST BEND, WI
Addition 200,000 SF | Superintendent | \$65,000,000

OCONOMOWOC MEMORIAL HOSPITAL, OCONO, WI
Addition 156,000 SF | Superintendent | \$45,000,000

MICKY LEA **SUPERINTENDENT**



Micky will be your Project Superintendent for the Kissimmee Lancaster Ranch Park. He will be responsible for all daily activities, ensuring quality control is maintained. He will maintain daily inspection, testing, and activity reports. Micky has over 40 years of construction experience and is a key member of our team.

RELEVANT PROJECT EXPERIENCE:

OSCEOLA COUNTY SHERIFF TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | Superintendent | \$12,789,918

JOHNSON UNIVERSITY KISSIMMEE, FL
Addition 12,931 SF | Superintendent | \$3,228,724

OSCEOLA REALTOR ASSOCIATION, KISSIMMEE, FL
New 10,000 SF | Superintendent | \$2,700,000

AIRCRAFT RESCUE & FIRE FIGHTING FACILITY, TITUSVILLE, FL
New 15,885 SF | Superintendent | \$2,773,866

ST. CLOUD POLICE STATION RENOVATION
New 10,000 SF | Superintendent | \$628,000

OSCEOLA COUNTY COURTHOUSE, KISSIMMEE, FL
New | Superintendent | \$64,000,000

STEVEN'S PLANTATION BLDG 1, ST. CLOUD, FL
New 24,000 SF | Superintendent | \$1,400,000

ST. CLOUD HEALTH DEPT. ADDITION, ST. CLOUD, FL
New 4,000 SF | Superintendent | \$951,000

GENERATION POINT/SHERIFF CLINIC, KISSIMMEE, FL
Renovation 12,000 SF | Superintendent | \$1,500,000

TECO HIGH BUILDING
New 10,000 SF | Superintendent | \$1,400,000

Job assignment for other projects: N/A

Percentage of time assigned to project: 100%

How many years with this firm: 10 Years

How many years with other firms: 30 Years

Education, Certifications and Registrations: OSHA 10
Certified storm water inspector

KIM COVER **PROJECT ENGINEER**



Kim will provide administrative support to the Project Manager and Superintendent. Kim has 22 years of experience processing submittals, RFI's, invoices, owner direct purchases and tracking project expenditures. Kim will ensure the most up-to-date information is readily available to the project team.

RELEVANT PROJECT EXPERIENCE:

Job assignment for other projects: N/A

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | Project Engineer | \$4,454,556

Percentage of time assigned to project: 100%

OSCEOLA COUNTY SHERIFF'S TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | Project Accountant | \$12,789,918

How many years with this firm:
4 Years

FIRE STATION 73, REUNION, FL
New 12,456 SF | Project Engineer | \$4,841,540

How many years with other firms: 18 Years

CELEBRATION ATHLETIC FIELDS, CELEBRATION, FL
New 15,885 SF | Project Engineer | \$2,773,866

JOHNSON UNIVERSITY, KISSIMMEE, FL
New 12,931 SF | Project Engineer | \$3,228,724

OSCEOLA REALTOR ASSOCIATION, KISSIMMEE, FL
New 10,000 SF | Project Engineer | \$2,700,000

CELEBRATION PRESBYTERIAN EDUCATION BLDG, CELEBRATION, FL
New 15,885 SF | Project Engineer | \$2,773,866

SCHOOL DISTRICT OF OSCEOLA COUNTY MAINTENCE FACILITY
Renovation 31,506 SF | Project Engineer | \$671,000

CITY OF KISSIMMEE PERMITTING OFFICE
Interior Renovations | Project Accountant | \$116,000

CELEBRATION RESIDENTIAL OWNER'S ASSOC. ATHLETIC FIELDS
New | Project Engineer | \$3,568,110

BOARD OF COUNTY COMMISSIONERS AV UPGRADES, KISSIMMEE, FL
Renovations | Project Engineer | \$125,000

Tab 3/Experience, Expertise, Personnel & Technical Resources

Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff.

Arnco Construction has the talent necessary to successfully complete this project for the City of Kissimmee. Many of our team members have 20 plus years of construction experience and have an in depth understanding of what makes a project successfully come together. Below is a table of our team member's roles.

Project Executive	2
Project Managers	2
Project Engineer	1
Superintendents	4
Office Manager	1
Bookkeeper	1
Accounts Payable/Receivables	1

For over 27 years Arnco Construction has been and continues to be committed to providing our local community with a professional team of construction experts. We believe our team is the reason for our continued success and our most valuable asset. Our team is focused on earning repeat business and building long lasting working relationships within our community.





TAB 4

Scheduling and Cost Control

+

The firm's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

Describe the firm's use of computer-generated schedules for the management of construction.

Our project manager completes all project schedules in Primavera Suretrack using the Critical Path Method (CPM). This method accounts for the coordination of all activities and provides a plan that achieves the substantial completion date. Key elements that are used when creating a project schedule are:

- The owner's needs and required timeframes
- Long lead items
- Meeting with each subcontractor to determine timeframes for each trade
- The critical path to completion
- Project budget
- Continually monitored for updating
- Jobsite logistics
- Security needs

Indicate the level of detail to define schedules. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to Requests for Information (RFI's) and Architect's Supplemental Instructions (ASI's)

The project schedules communicate expectations and deliver results, Arnco's team will establish schedules for the project as follows:

Preliminary Schedule: Is built in the estimating process based on project scope and the owner's project time frames. It is used as a tool for bidding and defining expectations during the bidding process. The project manager receives input to make necessary changes leading up to the creation of the master schedule. During this process responsibilities are assigned to team members and an action plan is put into place. Each member is held accountable for completion of their tasks which are reviewed during regular company meetings. **Master Schedule:** Once estimating is completed the creation of the master schedule will include plan review, permitting, submittals and construction. The master schedule establishes project objectives and allows for a detailed plan to be put into place. A detailed schedule will show work activities with durations in days this allows close coordination of subcontractor work. **Short Schedule:** Is used to effectively communicate with subcontractors and to quickly respond to any unexpected items allowing our team to take immediate action to avoid delays. **Procurement Schedule** is established to track all project materials starting with the contract execution, submittal timeframes, approvals, fabrication, and delivery times are accounted for. *Shop Drawings* and submittals are identified in the planning stage. All subcontractor agreements have a required timeframe for providing shop drawings and submittals. Once received our team maintains a submittal log with status updates. When shop drawings and submittals are approved, they are reviewed and coordinated on site with field personnel and inspected for compliance. All RFI's and ASI's are tracked by the Project Engineer who maintains a log with their status. RFI's and ASI's are tracked through project status updates and communicated with the project team.

Indicate the firm's approach to project scheduling and coordination of subcontractors.

Once the project commences each subcontractor is required to submit detailed schedules for submittals, procurement, and deliveries. The schedule is reviewed and updated then distributed to all parties. During construction the schedule is monitored daily by the Superintendent on site and reviewed with the Project Manager.

A two-week schedule is constantly updated and distributed for monitoring allowing our team to monitor project progression, provide accurate project reports, quickly implement changes, and eliminate possible issues. Schedules are created by the project manager and reviewed in regular manager's meetings through all phases of construction.

*Describe the firm's method for holding projects within budget. Provide one example.
As the Construction Manager.*

The Arnco project management team will closely review project documents to ensure a detailed scope of services is completed for each trade. The Project Manager will include the scope of services written by our team in each subcontractor agreement to eliminate any disputes or uncovered scopes of service. The Project Manager will breakdown disciplines into smaller scopes to encourage local participation and competitive pricing. Our team will also look for opportunities to provide value engineering that can result in significant savings to the City of Kissimmee. One example of saving passed onto the owner was the Focal Point Church located in Orlando, FL. During our constructability reviews to keep the project in budget, we found several items that were over designed or specified. We researched other equal or superior products and found one with a \$60,000 savings to the owner while maintaining all the same performance specifications. In addition to this, we had a specialty engineer redesign the soffits and light gauge framing supports at the curtain wall headers to save additional monies to the project.

Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work". Fees associated with this category are as follows: Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information for a project of this size.

Arnco Construction incorporates cost control and value engineering from the beginning. Our Project Manager will work with the design team to provide cost feedback and alternate systems. This allows engineering and design teams to use the most cost-effective systems and prevent overruns (also known as value engineering). Arnco's team will work with subcontractors and suppliers to research the most updated and innovative ways to provide increased value and savings to the owner.

To ensure sure subcontract pricing is accurate, the Preconstruction Manager will have pre-bid meetings with all qualified contractors to confirm their bid meets the requirements and provide an accurate scope of service.

Controlling cost in today's market means accounting for both human resources and materials. We have a system in place to correctly assign cost to each aspect of a project at any given time in the construction phase. We strictly adhere to a purchase order system to account for all materials and labor for a specific job. The Project Manager will track project cost on a continuing basis to monitor cost control and possible opportunities for savings. We can continually make job cost projections for possible overruns or shortages to keep projects on budget. Reports are generated and reviewed at weekly manager meetings, so adjustments are made as needed.



OWNER BUY-OUT LOG

Arnco Construction, Inc.
1110 Pennsylvania Avenue
St. Cloud, FL 34769
Ph. 407-892-0111 Fax 407-892-0053

Job Name:

Sheriff Training Facility

As of:

Job No:

03/02/18

Description	Buyout Resp.	Subcontractor Vendor	Budgeted Amount	Contract Amount	Buyout Savings	Notes
Div 01 - General Requirements						
Temp Fencing			3,500.00			
General Cleanup / Final Clean			7,800.00			
As- Builts / General			15,000.00			
Dumpsters			17,200.00			
Computer / Printer / Office Furniture			4,500.00			
4x4 Site Cart			6,600.00			
Office Trailer Rental & Set up			11,700.00			
Safety Product Misc			500.00			
Project Sign			1,000.00			
Small Tools			3,000.00			
Storage Container			2,200.00			
Forklift / Site Cart / Misc Fuel			3,000.00			
Forklift Rental			11,000.00			
Survey / Building & Fence layout			8,000.00			
Temp Phone Bill			1,800.00			
Temp Power Bill			5,400.00			
Temp Power Hook Up			5,000.00			
Temp Toilets			5,400.00			
Temp Water Hook Up			1,500.00			
Temp Water Bill			0.00		0.00	
Fixed Fees						
Superintendent including Truck & Fuel / 12 months			119,704.00			
Project Management including Truck & Fuel / 12 mo.			205,456.00			
GL Insurance			33,895.00			
Bond			116,360.00			
CM Fee			394,086.95			
Contingency			383,961.95			
Allowances						
Dumpster Enclosure			9,000.00			
Air Lines for Targets			15,000.00			
Traffic Light Wiring Allowance			10,000.00			
Gopher Tortoise Relocation		Various	225,000.00	155,656.14	69,343.86	To date without permitting credit
Div 01 Sub Total			1,626,563.90	155,656.14	69,343.86	

UPDATE 1 JOHNSON UNIVERSITY KISSIMMEE, FL JAN 1,2018				All Activities Report				08-Jan-18 07:53												
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018													019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
UPDATE 1 JOHNSON UNIVERSITY KISSIMMEE, FL JAN 1,2018		171	134	19-Oct-17 A	10-Jul-18	0														
PRE CONSTRUCTION		171	134	19-Oct-17 A	10-Jul-18	0														
MILESTONES		134	134	08-Dec-17 A	10-Jul-18	0														
120	KUA UTILITY REMOVE & RELOCATE PRIMARY ELECTRIC	0	0		08-Dec-17 A															
100	NOTICE TO PROCEED (18 DEC 17)	0	0	18-Dec-17 A																
130	RECEIVE PERMIT (17 NOV 17)	0	0		02-Jan-18*	-27														
110	SUBSTANTIAL COMPLETION (10 JUL 18)	0	0		10-Jul-18*	0														
PROCUREMENT		137	100	19-Oct-17 A	21-May-18	24														
DIVISION 02 - SITEWORK		56	56	02-Jan-18	20-Mar-18	43														
P02-1080	FAB/DELIVER: PAVING	10	10	07-Mar-18	20-Mar-18	43														
P02-1000	PREPARE: PAVING	30	30	02-Jan-18	12-Feb-18	43														
P02-1040	REVIEW: PAVING	15	15	14-Feb-18	06-Mar-18	43														
P02-1020	SUBMIT: PAVING	1	1	13-Feb-18	13-Feb-18	43														
DIVISION 03 - CONCRETE		25	5	15-Dec-17 A	08-Jan-18	9														
P03-1080	FAB/DELIVER: CAST-IN-PLACE CONC MATERIALS	5	5	02-Jan-18	08-Jan-18	9														
P03-1000	PREPARE: CAST-IN-PLACE CONC	5	0	15-Dec-17 A	15-Dec-17 A															
P03-1040	REVIEW: CAST-IN-PLACE CONC	15	0	29-Dec-17 A	29-Dec-17 A															
P03-1020	SUBMIT: CAST-IN-PLACE CONC	1	0	15-Dec-17 A	15-Dec-17 A															
DIVISION 04 - MASONRY		20	20	02-Jan-18	29-Jan-18	0														
P04-2080	FAB/DELIVER: CONCRETE UNIT MASONRY	1	1	29-Jan-18	29-Jan-18	0														
P04-2000	PREPARE: CONCRETE UNIT MASONRY	3	3	02-Jan-18	04-Jan-18	0														
P04-2040	REVIEW: CONCRETE UNIT MASONRY	15	15	08-Jan-18	26-Jan-18	0														
P04-2020	SUBMIT: CONCRETE UNIT MASONRY	1	1	05-Jan-18	05-Jan-18	0														
DIVISION 05 - METALS		41	41	03-Nov-17 A	27-Feb-18	83														
P05-3080	FAB/DELIVER: ORNAMENTAL FENCING, GATES AND GRILLES	20	20	31-Jan-18	27-Feb-18	83														
P05-1080	FAB/DELIVER: STEEL JOISTS	20	20	02-Jan-18	29-Jan-18	24														
P05-2080	FAB/DELIVER: STEEL ROOF DECK	10	10	02-Jan-18	15-Jan-18	40														
P05-3000	PREPARE: ORNAMENTAL FENCING, GATES AND GRILLES	5	5	02-Jan-18	08-Jan-18	83														
P05-2000	PREPARE: STEEL ROOF DECK	10	0	03-Nov-17 A	03-Nov-17 A															
P05-1000	PREPARE: STRUCTURAL STEEL	10	0	03-Nov-17 A	03-Nov-17 A															
P05-3040	REVIEW: ORNAMENTAL FENCING, GATES AND GRILLES	15	15	10-Jan-18	30-Jan-18	83														
P05-1040	REVIEW: STEEL JOISTS	15	0	29-Dec-17 A	29-Dec-17 A															
P05-2040	REVIEW: STEEL ROOF DECK	15	0	29-Dec-17 A	29-Dec-17 A															
P05-3020	SUBMIT: ORNAMENTAL FENCING, GATES AND GRILLES	1	1	09-Jan-18	09-Jan-18	83														
P05-1020	SUBMIT: STEEL JOISTS	1	0	03-Nov-17 A	03-Nov-17 A															
P05-2020	SUBMIT: STEEL ROOF DECK	1	0	03-Nov-17 A	03-Nov-17 A															
DIVISION 06 - WOOD & PLASTICS		63	20	08-Nov-17 A	29-Jan-18	100														
P06-1080	FAB/DELIVER: MISC. CARPENTRY	20	20	02-Jan-18	29-Jan-18	100														
P06-1000	PREPARE: MISC. CARPENTRY	1	0	08-Nov-17 A	08-Nov-17 A															
P06-1040	REVIEW: MISC. CARPENTRY	15	0	15-Nov-17 A	15-Nov-17 A															
P06-1020	SUBMIT: MISC. CARPENTRY	1	0	08-Nov-17 A	08-Nov-17 A															
DIVISION 07 - THERMAL & MOISTURE PROTECTION		46	46	02-Jan-18	06-Mar-18	24														
P07-5060	FAB/DELIVER: BITUMEN ROOFING	20	20	07-Feb-18	06-Mar-18	24														
P07-4080	FAB/DELIVER: INTERIOR INSULATION	20	20	07-Feb-18	06-Mar-18	24														
P07-3080	FAB/DELIVER: EXTERIOR INSULATION	20	20	07-Feb-18	06-Mar-18	12														
P07-2080	FAB/DELIVER: ROOF INSULATION	10	10	31-Jan-18	13-Feb-18	39														
P07-1080	FAB/DELIVER: STUCCO	10	10	31-Jan-18	13-Feb-18	27														
P07-5000	PREPARE: BITUMEN ROOFING	10	10	02-Jan-18	15-Jan-18	24														
P07-3000	PREPARE: EXTERIOR INSULATION	10	10	02-Jan-18	15-Jan-18	12														
P07-4000	PREPARE: INTERIOR INSULATION	10	10	02-Jan-18	15-Jan-18	24														
P07-2000	PREPARE: ROOF INSULATION	5	5	02-Jan-18	08-Jan-18	39														
P07-1000	PREPARE: STUCCO	5	5	02-Jan-18	08-Jan-18	27														
P07-5040	REVIEW: BITUMEN ROOFING	15	15	17-Jan-18	06-Feb-18	24														
P07-4040	REVIEW: INTERIOR INSULATION	15	15	17-Jan-18	06-Feb-18	24														
P07-3040	REVIEW: EXTERIOR INSULATION	15	15	17-Jan-18	06-Feb-18	12														
P07-2040	REVIEW: ROOF INSULATION	15	15	10-Jan-18	30-Jan-18	39														
P07-1060	REVIEW: STUCCO	15	15	10-Jan-18	30-Jan-18	27														
P07-5020	SUBMIT: BITUMEN ROOFING	1	1	16-Jan-18	16-Jan-18	24														
P07-3020	SUBMIT: EXTERIOR INSULATION	1	1	16-Jan-18	16-Jan-18	12														

 Actual Work
 Critical Remaining Work
 Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018												019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P07-4020	SUBMIT: INTERIOR INSULATION	1	1	16-Jan-18	16-Jan-18	24													
P07-2020	SUBMIT: ROOF INSULATION	1	1	09-Jan-18	09-Jan-18	39													
P07-1020	SUBMIT: STUCCO	1	1	09-Jan-18	09-Jan-18	27													
DIVISION 08 - DOORS & WINDOWS		50	50	30-Oct-17 A	12-Mar-18	72													
P08-1080	FAB/DELIVER: DOORS AND FRAMES	25	25	02-Jan-18	05-Feb-18	52													
P08-6080	FAB/DELIVER: GLASS AND GLAZING	20	20	07-Feb-18	06-Mar-18	76													
P08-4080	FAB/DELIVER: ALUMINUM STOREFRONT SYSTEMS	50	50	02-Jan-18	12-Mar-18	27													
P08-5080	FAB/DELIVER: DOOR HARDWARE	25	25	02-Jan-18	05-Feb-18	95													
P08-1000	PREPARE: DOORS AND FRAMES	10	0	30-Oct-17 A	30-Oct-17 A														
P08-4000	PREPARE: ALUMINUM STOREFRONT SYSTEMS	15	0	01-Nov-17 A	01-Nov-17 A														
P08-5000	PREPARE: DOOR HARDWARE	10	0	30-Oct-17 A	30-Oct-17 A														
P08-6000	PREPARE: GLASS AND GLAZING	10	10	02-Jan-18	15-Jan-18	76													
P08-1040	REVIEW: DOORS AND FRAMES	15	0	13-Nov-17 A	13-Nov-17 A														
P08-6040	REVIEW: GLASS AND GLAZING	15	15	17-Jan-18	06-Feb-18	76													
P08-4040	REVIEW: ALUMINUM STOREFRONT SYSTEMS	15	0	06-Nov-17 A	06-Nov-17 A														
P08-5040	REVIEW: DOOR HARDWARE	15	0	13-Nov-17 A	13-Nov-17 A														
P08-1020	SUBMIT: DOORS AND FRAMES	1	0	30-Oct-17 A	30-Oct-17 A														
P08-4020	SUBMIT: ALUMINUM STOREFRONT SYSTEMS	2	0	01-Nov-17 A	01-Nov-17 A														
P08-5020	SUBMIT: DOOR HARDWARE	1	0	30-Oct-17 A	30-Oct-17 A														
P08-6020	SUBMIT: GLASS AND GLAZING	1	1	16-Jan-18	16-Jan-18	76													
DIVISION 09 - FINISHES		51	51	24-Oct-17 A	13-Mar-18	55													
P09-2080	FAB/DELIVER: CERAMIC TILE AND MARBLE SILLS	25	25	07-Feb-18	13-Mar-18	51													
P09-3080	FAB/DELIVER: ACOUSTICAL CEILING	5	5	07-Feb-18	13-Feb-18	68													
P09-5080	FAB/DELIVER: FLOORING	20	20	07-Feb-18	06-Mar-18	60													
P09-4080	FAB/DELIVER: FLOORING EPOXY	20	20	02-Jan-18	29-Jan-18	80													
P09-1180	FAB/DELIVER: GYPSUM DRYWALL	5	5	02-Jan-18	08-Jan-18	63													
P09-6080	FAB/DELIVER: PAINTING	10	10	31-Jan-18	13-Feb-18	61													
P09-3000	PREPARE: ACOUSTICAL CEILING	10	10	02-Jan-18	15-Jan-18	68													
P09-2000	PREPARE: CERAMIC TILE AND MARBLE SILLS	10	10	02-Jan-18	15-Jan-18	51													
P09-5000	PREPARE: FLOORING	10	10	02-Jan-18	15-Jan-18	60													
P09-4000	PREPARE: FLOORING-EPOXY	10	0	24-Oct-17 A	24-Oct-17 A														
P09-1100	PREPARE: GYPSUM DRYWALL	10	0	26-Oct-17 A	26-Oct-17 A														
P09-6000	PREPARE: PAINTING	5	5	02-Jan-18	08-Jan-18	61													
P09-2040	REVIEW: CERAMIC TILE AND MARBLE SILLS	15	15	17-Jan-18	06-Feb-18	51													
P09-3040	REVIEW: ACOUSTICAL CEILING	15	15	17-Jan-18	06-Feb-18	68													
P09-5040	REVIEW: FLOORING	15	15	17-Jan-18	06-Feb-18	60													
P09-4040	REVIEW: FLOORING-EPOXY	15	0	15-Nov-17 A	15-Nov-17 A														
P09-1140	REVIEW: GYPSUM DRYWALL	15	0	13-Dec-17 A	14-Dec-17 A														
P09-6040	REVIEW: PAINTING	15	15	10-Jan-18	30-Jan-18	61													
P09-3020	SUBMIT: ACOUSTICAL CEILING	1	1	16-Jan-18	16-Jan-18	68													
P09-2020	SUBMIT: CERAMIC TILE AND MARBLE SILLS	1	1	16-Jan-18	16-Jan-18	51													
P09-5020	SUBMIT: FLOORING	1	1	16-Jan-18	16-Jan-18	60													
P09-4020	SUBMIT: FLOORING-EPOXY	1	0	24-Oct-17 A	24-Oct-17 A														
P09-1120	SUBMIT: GYPSUM DRYWALL	1	0	26-Oct-17 A	26-Oct-17 A														
P09-6020	SUBMIT: PAINTING	1	1	09-Jan-18	09-Jan-18	61													
DIVISION 10 - SPECIALTIES		46	46	02-Jan-18	06-Mar-18	74													
P10-2060	FAB/DELIVER: FIRE EXTINGUISHERS, CABINETS, ACCESSORIES	20	20	07-Feb-18	06-Mar-18	74													
P10-3060	FAB/DELIVER: GREASE TRAP	20	20	07-Feb-18	06-Mar-18	31													
P10-4060	FAB/DELIVER: MISC SPECIALTIES	20	20	07-Feb-18	06-Mar-18	31													
P10-1160	FAB/DELIVER: TOILET PARTITIONS/SPECIALTIES	20	20	07-Feb-18	06-Mar-18	74													
P10-2000	PREPARE: FIRE EXTINGUISHERS, CABINETS, ACCESSORIES	10	10	02-Jan-18	15-Jan-18	74													
P10-3000	PREPARE: GREASE TRAP	10	10	02-Jan-18	15-Jan-18	31													
P10-4000	PREPARE: MISC SPECIALTIES	10	10	02-Jan-18	15-Jan-18	31													
P10-1100	PREPARE: TOILET PARTITIONS/SPECIALTIES	10	10	02-Jan-18	15-Jan-18	74													
P10-2040	REVIEW: FIRE EXTINGUISHERS, CABINETS, ACCESSORIES	15	15	17-Jan-18	06-Feb-18	74													
P10-3040	REVIEW: GREASE TRAP	15	15	17-Jan-18	06-Feb-18	31													
P10-4040	REVIEW: MISC SPECIALTIES	15	15	17-Jan-18	06-Feb-18	31													
P10-1140	REVIEW: TOILET PARTITIONS/SPECIALTIES	15	15	17-Jan-18	06-Feb-18	74													
P10-2020	SUBMIT: FIRE EXTINGUISHERS, CABINETS, ACCESSORIES	1	1	16-Jan-18	16-Jan-18	74													
P10-3020	SUBMIT: GREASE TRAP	1	1	16-Jan-18	16-Jan-18	31													

■ Actual Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018												019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P10-4020	SUBMIT: MISC SPECIALTIES	1	1	16-Jan-18	16-Jan-18	31													
P10-1120	SUBMIT: TOILET PARTITIONS/SPECIALTIES	1	1	16-Jan-18	16-Jan-18	74													
DIVISION 11 - EQUIPMENT		100	100	02-Jan-18	21-May-18	10													
P11-3060	FAB/DELIVER: FOOD SERVICE EQUIP	60	60	27-Feb-18	21-May-18	10													
P11-2060	FAB/DELIVER: KITCHEN HOOD VENTS	60	60	14-Feb-18	08-May-18	17													
P11-1080	FAB/DELIVER: WALK IN COOLER/FREEZER	60	60	14-Feb-18	08-May-18	19													
P11-3000	PREPARE: FOOD SERVICE EQUIP	20	20	02-Jan-18	29-Jan-18	10													
P11-2000	PREPARE: KITCHEN HOOD VENTS	15	15	02-Jan-18	22-Jan-18	17													
P11-1000	PREPARE: WALK IN COOLER/FREEZER	15	15	02-Jan-18	22-Jan-18	19													
P11-3040	REVIEW: FOOD SERVICE EQUIP	15	15	06-Feb-18	26-Feb-18	10													
P11-2040	REVIEW: KITCHEN HOOD VENTS	15	15	24-Jan-18	13-Feb-18	17													
P11-1040	REVIEW: WALK IN COOLER/FREEZER	15	15	24-Jan-18	13-Feb-18	19													
P11-3020	SUBMIT: FOOD SERVICE EQUIP	5	5	30-Jan-18	05-Feb-18	10													
P11-2020	SUBMIT: KITCHEN HOOD VENTS	1	1	23-Jan-18	23-Jan-18	17													
P11-1020	SUBMIT: WALK IN COOLER/FREEZER	1	1	23-Jan-18	23-Jan-18	19													
DIVISION 21 - FIRE SUPPRESSION		100	100	20-Nov-17 A	21-May-18	21													
P21-1080	FAB/DELIVER: FIRE ALARM	60	60	27-Feb-18	21-May-18	21													
P21-3080	FAB/DELIVER: MISC FIRE SUPPRESSION	20	20	27-Feb-18	26-Mar-18	15													
P21-2080	FAB/DELIVER: SPRINKLERS	20	20	23-Jan-18	19-Feb-18	48													
P21-1000	PREPARE: FIRE ALARM	20	20	02-Jan-18	29-Jan-18	21													
P21-3000	PREPARE: MISC FIRE SUPPRESSION	20	20	02-Jan-18	29-Jan-18	15													
P21-2000	PREPARE: SPRINKLERS	20	0	20-Nov-17 A	20-Nov-17 A														
P21-1040	REVIEW: FIRE ALARM	15	15	06-Feb-18	26-Feb-18	21													
P21-3040	REVIEW: MISC FIRE SUPPRESSION	15	15	06-Feb-18	26-Feb-18	15													
P21-2040	REVIEW: SPRINKLERS	15	15	19-Dec-17 A	22-Jan-18	48													
P21-1020	SUBMIT: FIRE ALARM	5	5	30-Jan-18	05-Feb-18	21													
P21-3020	SUBMIT: MISC FIRE SUPPRESSION	5	5	30-Jan-18	05-Feb-18	15													
P21-2020	SUBMIT: SPRINKLERS	5	0	19-Dec-17 A	19-Jan-18 A														
DIVISION 22 - PLUMBING		60	0	19-Oct-17 A	13-Nov-17 A														
P22-1060	FAB/DELIVER: PLUMBING PIPE MATERIALS	20	0	13-Nov-17 A	13-Nov-17 A														
P22-2080	FAB/DELIVER: PIPE INSULATION	15	0	13-Nov-17 A	13-Nov-17 A														
P22-2000	PREPARE: PIPE INSULATION	5	0	19-Oct-17 A	19-Oct-17 A														
P22-1000	PREPARE: PLUMBING PIPE MATERIALS	20	0	19-Oct-17 A	19-Oct-17 A														
P22-2020	REVIEW: PIPE INSULATION	15	0	19-Oct-17 A	19-Oct-17 A														
P22-1040	REVIEW: PLUMBING PIPE MATERIALS	15	0	13-Nov-17 A	13-Nov-17 A														
P22-2010	SUBMIT: PIPE INSULATION	1	0	19-Oct-17 A	19-Oct-17 A														
P22-1020	SUBMIT: PLUMBING PIPE MATERIALS	5	0	19-Oct-17 A	19-Oct-17 A														
DIVISION 23 - HVAC		75	75	31-Oct-17 A	16-Apr-18	22													
P23-1060	FAB/DELIVER: ROOF TOP EQUIP	60	60	23-Jan-18	16-Apr-18	22													
P23-3060	FAB/DELIVER: CONDITIONED AIR/AIR DEVICES	30	30	02-Jan-18	12-Feb-18	62													
P23-2060	FAB/DELIVER: DUCT WORK/PIPING	20	20	03-Jan-18	30-Jan-18	40													
P23-4080	FAB/DELIVER: HVAC INSULATION	15	15	02-Jan-18	22-Jan-18	81													
P23-3000	PREPARE: CONDITIONED AIR/AIR DEVICES	15	0	31-Oct-17 A	31-Oct-17 A														
P23-2000	PREPARE: DUCT WORK/PIPING	15	0	31-Oct-17 A	31-Oct-17 A														
P23-1000	PREPARE: ROOF TOP EQUIP	20	0	31-Oct-17 A	31-Oct-17 A														
P23-4000	PREPARE: HVAC INSULATION	15	0	31-Oct-17 A	31-Oct-17 A														
P23-3040	REVIEW: CONDITIONED AIR/AIR DEVICES	15	0	15-Nov-17 A	15-Nov-17 A														
P23-2040	REVIEW: DUCT WORK/PIPING	15	0	15-Nov-17 A	15-Nov-17 A														
P23-4040	REVIEW: HVAC INSULATION	15	0	15-Nov-17 A	15-Nov-17 A														
P23-1040	REVIEW: ROOF TOP EQUIP	15	15	31-Oct-17 A	22-Jan-18	22													
P23-3020	SUBMIT: CONDITIONED AIR/AIR DEVICES	1	0	31-Oct-17 A	31-Oct-17 A														
P23-2020	SUBMIT: DUCT WORK/PIPING	1	1	31-Oct-17 A	02-Jan-18	40													
P23-4020	SUBMIT: HVAC INSULATION	1	0	31-Oct-17 A	31-Oct-17 A														
P23-1020	SUBMIT: ROOF TOP EQUIP	1	0	31-Oct-17 A	31-Oct-17 A														
DIVISION 26 - ELECTRIC		61	61	15-Nov-17 A	27-Mar-18	45													
P26-1080	FAB/DELIVER: LIGHTING	30	30	23-Jan-18	05-Mar-18	61													
P26-3080	FAB/DELIVER: MDP/CT CABINET	30	30	23-Jan-18	05-Mar-18	49													
P26-4080	FAB/DELIVER: MISC ELECTRIC	30	30	14-Feb-18	27-Mar-18	13													
P26-1000	PREPARE: LIGHTING	15	0	15-Nov-17 A	15-Nov-17 A														
P26-3000	PREPARE: MDP/CT CABINET	15	0	15-Nov-17 A	15-Nov-17 A														

■ Actual Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018												019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
P26-4000	PREPARE: MISC ELECTRIC	15	15	02-Jan-18	22-Jan-18	13													
P26-1040	REVIEW: LIGHTING	15	15	15-Nov-17 A	22-Jan-18	61													
P26-3040	REVIEW: MDP/CT CABINET	15	15	15-Nov-17 A	22-Jan-18	49													
P26-4040	REVIEW: MISC ELECTRIC	15	15	24-Jan-18	13-Feb-18	13													
P26-1020	SUBMIT: LIGHTING	1	0	15-Nov-17 A	15-Nov-17 A	3													
P26-3020	SUBMIT: MDP/CT CABINET	1	0	15-Nov-17 A	15-Nov-17 A														
P26-4020	SUBMIT: MISC ELECTRIC	1	1	23-Jan-18	23-Jan-18	13													
SITE WORK		118	118	18-Dec-17 A	15-Jun-18	15													
INITIAL SITEWORK		12	0	18-Dec-17 A	29-Dec-17 A														
IS-1040	INITIAL SEDIMENT AND EROSION CONTROL	2	0	18-Dec-17 A	18-Dec-17 A														
IS-1000	PRECON SITE MEETING	1	0	18-Dec-17 A	18-Dec-17 A														
IS-1140	REMOVAL OF EXISTING ASPHALT PARKING AREA	1	0	18-Dec-17 A	29-Dec-17 A														
IS-1120	REMOVAL OF EXISTING ASPHALT WALKWAY	1	0	18-Dec-17 A	29-Dec-17 A														
IS-1160	REMOVAL OF EXISTING SIDEWALKS	1	0	18-Dec-17 A	29-Dec-17 A														
IS-1180	REMOVAL OF EXISTING TREES- MARKED	1	0	19-Dec-17 A	29-Dec-17 A														
IS-1100	REMOVAL OF EXISTING VOLLEYBALL COURT	1	0	29-Dec-17 A	29-Dec-17 A														
IS-1200	REMOVE UG UTILITIES	2	0	19-Dec-17 A	29-Dec-17 A														
IS-1220	ROUGH GRADE/ BUILDING PAD	3	0	26-Dec-17 A	29-Dec-17 A														
IS-1060	SITE FENCE	1	0	18-Dec-17 A	18-Dec-17 A														
IS-1020	SURVEY & LAYOUT LOD	1	0	29-Dec-17 A	29-Dec-17 A														
SITE UTILITIES		78	78	02-Jan-18	19-Apr-18	51													
SU-1600	ENERGIZE TRANSFORMER	1	1	19-Apr-18	19-Apr-18	17													
SU-1220	FIRE SERVICE: CAFE TO FDC	3	3	05-Apr-18	09-Apr-18	12													
SU-1200	FIRE SERVICE: COMMONS BUILDING TO FDC	3	3	30-Mar-18	03-Apr-18	12													
SU-1180	FIRE SERVICE: F/R/P CONC PAD	2	2	30-Mar-18	02-Apr-18	19													
SU-1240	FIRE SERVICE: INSTALL 2" WATER LINE	3	3	10-Apr-18	13-Apr-18	12													
SU-1260	FIRE SERVICE: INSTALL FIRE HYDRANT	2	2	16-Apr-18	17-Apr-18	12													
SU-1160	FIRE SERVICE: INSTALL NEW POINT OF SERVICE	2	2	27-Mar-18	29-Mar-18	12													
SU-1420	PULL PRIMARY ELEC FEEDER - BLDG TO TRANSFORMER	3	3	13-Apr-18	17-Apr-18	17													
SU-1460	PULL PRIMARY ELEC FEEDER - EX POWER TO TRANSFORMER	3	3	09-Apr-18	12-Apr-18	15													
SU-1040	SANITARY: EXC & SET GREASE INTERCEPTOR	2	2	08-Mar-18	09-Mar-18	24													
SU-1000	SANITARY: PIPE & STRUCTURE TO COMMONS AREA	4	4	08-Feb-18	13-Feb-18	34													
SU-1060	SANITARY: PRECAST TO 8" TIE IN	3	3	12-Mar-18	15-Mar-18	24													
SU-1020	SANITARY: SET PRECAST STRUCTURES	3	3	15-Feb-18	19-Feb-18	34													
SU-1410	SET EXTERIOR WALL MTD CT CABINET & ELEC EQPT	3	3	03-Apr-18	06-Apr-18	15													
SU-1120	STORM PIPE & STRUCTURE: DS 05 TO EXISTING INLET	2	2	27-Mar-18	29-Mar-18	24													
SU-1100	STORM PIPE & STRUCTURE: DS05-DA01	3	3	22-Mar-18	26-Mar-18	24													
SU-1080	STORM PIPE & STRUCTURE: DS10-DS05	3	3	16-Mar-18	20-Mar-18	24													
SU-1140	STORM PIPE & STRUCTURE: PIPE & INLETS (SOUTH)	2	2	30-Mar-18	02-Apr-18	24													
SU-1406	UG ELEC CONDUIT: BLDG TO TRANSFORMER	3	3	27-Feb-18	05-Mar-18	37													
SU-1405	UG ELEC CONDUIT: EX TIE IN TO TRANSFORMER	4	4	20-Feb-18	26-Feb-18	37													
SU-1380	UG ELEC CONDUIT: FEEDER CONDUIT: COMMONS TO CAFE	2	2	20-Feb-18	22-Feb-18	42													
SU-1340	UG FIRE ALARM CONDUIT: COMMONS TO CAFE	2	2	20-Feb-18	22-Feb-18	42													
SU-1320	UG FIRE ALARM CONDUIT: COMMONS TO STUDENT UNION	4	4	20-Feb-18	26-Feb-18	40													
SU-1550	UG FUEL TANK: BACKFILL	3	3	19-Jan-18	23-Jan-18	76													
SU-1510	UG FUEL TANK: ELEC FOR PUMP	2	2	05-Jan-18	08-Jan-18	76													
SU-1530	UG FUEL TANK: FEEDER PIPE TANK TO CAFE	3	3	11-Jan-18	15-Jan-18	76													
SU-1540	UG FUEL TANK: FEEDER PIPE TANK TO COMMONS	3	3	16-Jan-18	18-Jan-18	76													
SU-1520	UG FUEL TANK: FEEDER PIPE TANK TO DISPENSER UNIT	2	2	09-Jan-18	10-Jan-18	76													
SU-1560	UG FUEL TANK: INSTALL PUMP	1	1	28-Mar-18	28-Mar-18	67													
SU-1500	UG FUEL TANK: PREP/BASE STONE/SET FUEL TANK	3	3	02-Jan-18	04-Jan-18	76													
SU-1360	UG SECURITY INNERDUCT: COMMONS TO CAFE	2	2	20-Feb-18	22-Feb-18	42													
SU-1300	UG SECURITY INNERDUCT: COMMONS TO HERITAGE HALL	3	3	27-Feb-18	05-Mar-18	37													
SU-1280	UG SECURITY INNERDUCT: COMMONS TO STUDENT UNION	4	4	20-Feb-18	26-Feb-18	37													
SITE FINISHES NORTH (DWG 7A)		23	23	19-Apr-18	21-May-18	29													
SF-1140	NORTH: BACKFILL/FINE GRADE/BASE STONE DUMPSTER PAD	5	5	01-May-18	07-May-18	29													
SF-1260	NORTH: CANOPY INSTALL	10	10	04-May-18	21-May-18	18													
SF-1180	NORTH: CMU SCREEN WALL - DUMPSTER PAD	5	5	15-May-18	21-May-18	29													
SF-1020	NORTH: CURB/GUTTER	3	3	24-Apr-18	27-Apr-18	12													

■ Actual Work
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Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018												019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
SF-1060	NORTH: DECORATIVE PLANTERS	10	10	30-Apr-18	15-May-18	21													
SF-1080	NORTH: DECORATIVE RETAINING WALLS	10	10	30-Apr-18	15-May-18	21													
SF-1120	NORTH: ELECTRIC POLE BASES	3	3	01-May-18	04-May-18	22													
SF-1300	NORTH: FINAL PAVING	5	5	04-May-18	11-May-18	19													
SF-1000	NORTH: FINE GRADE	3	3	19-Apr-18	23-Apr-18	12													
SF-1220	NORTH: INSTALL LIGHT POLE	3	3	07-May-18	10-May-18	22													
SF-1240	NORTH: LIGHT INSTALL	2	2	11-May-18	14-May-18	22													
SF-1200	NORTH: PIPE BOLLARDS - FUEL TANK	5	5	01-May-18	07-May-18	21													
SF-1160	NORTH: PREP & F/R/P DUMPSTERS PAD	5	5	08-May-18	14-May-18	29													
SF-1280	NORTH: SIDEWALKS	6	6	04-May-18	14-May-18	12													
SF-1340	NORTH: SIGNAGE	2	2	17-May-18	18-May-18	19													
SF-1100	NORTH: SITE ELECTRICAL	4	4	24-Apr-18	30-Apr-18	16													
SF-1040	NORTH: STONE & BASE PAVE	3	3	30-Apr-18	03-May-18	12													
SF-1320	NORTH: STRIPING	2	2	14-May-18	15-May-18	19													
SITE FINISHES SOUTH (DWG 7B)		12	12	24-Apr-18	14-May-18	12													
SF-1360	SOUTH: FINE GRADE	2	2	24-Apr-18	26-Apr-18	12													
SF-1380	SOUTH: SIDEWALK	10	10	27-Apr-18	14-May-18	12													
SITE CLOSEOUT		23	23	15-May-18	15-Jun-18	15													
SF-9000	GC SITE PUNCHOUT	4	4	04-Jun-18	07-Jun-18	15													
SF-8000	LANDSCAPING	10	10	15-May-18	01-Jun-18	12													
SF-9010	OWNER SITE INSPECTIONS & CREATE PUNCHLIST	2	2	08-Jun-18	11-Jun-18	15													
SF-9020	PERFORM SITE PUNCHLIST	4	4	12-Jun-18	15-Jun-18	15													
STRUCTURE		38	38	09-Jan-18	16-Mar-18	2													
CAFE STRUCTURE		36	36	09-Jan-18	13-Mar-18	4													
ST-10050	CAFE: BACKFILL FOUNDATION	5	5	08-Feb-18	15-Feb-18	4													
ST-10200	CAFE: BACKFILL/FINE GRADE/BASE STONE	2	2	22-Feb-18	23-Feb-18	4													
ST-11000	CAFE: CMU BEARING WALLS	7	7	08-Feb-18	19-Feb-18	7													
ST-10040	CAFE: CMU FOUNDATION WALL	5	5	30-Jan-18	06-Feb-18	4													
ST-10000	CAFE: F/R/P SPREAD FOOTERS	3	3	09-Jan-18	12-Jan-18	13													
ST-11020	CAFE: INSTALL ROOF JOIST	3	3	05-Mar-18	08-Mar-18	4													
ST-11040	CAFE: INSTALL STEEL DECKING	3	3	09-Mar-18	13-Mar-18	4													
ST-10240	CAFE: PREP & F/R/P SLAB ON GRADE	3	3	26-Feb-18	02-Mar-18	4													
ST-10080	CAFE: UG ELECTRICAL	2	2	16-Feb-18	19-Feb-18	5													
ST-10060	CAFE: UG PLUMBING	3	3	16-Feb-18	20-Feb-18	4													
STUDENT CENTER STRUCTURE		38	38	09-Jan-18	16-Mar-18	0													
ST-11220	ST-C-TR: BACKFILL/FINE GRADE	2	2	05-Feb-18	06-Feb-18	8													
ST-11800	ST-C-TR: CMU BEARING WALLS	10	10	05-Feb-18	20-Feb-18	0													
ST-11160	ST-C-TR: CMU FOUNDATION WALL	3	3	30-Jan-18	02-Feb-18	0													
ST-11120	ST-C-TR: F/R/P SPREAD FOOTERS	5	5	09-Jan-18	16-Jan-18	7													
ST-11820	ST-C-TR: INSTALL ROOF JOIST	5	5	05-Mar-18	12-Mar-18	0													
ST-11840	ST-C-TR: INSTALL STEEL DECKING	3	3	13-Mar-18	16-Mar-18	0													
ST-11260	ST-C-TR: PREP & F/R/P SLAB ON GRADE	5	5	22-Feb-18	02-Mar-18	0													
ST-11200	ST-C-TR: UG ELECTRICAL	3	3	18-Jan-18	22-Jan-18	15													
ST-11180	ST-C-TR: UG PLUMBING	5	5	18-Jan-18	25-Jan-18	13													
ENCLOSURES		57	57	20-Feb-18	09-May-18	41													
CAFE ENCLOSURE		19	19	15-Mar-18	16-Apr-18	10													
CFE-11000	CAFE: STONE VENEER	4	4	15-Mar-18	20-Mar-18	10													
CFE-11060	CAFE: STOREFRONT	5	5	09-Apr-18	16-Apr-18	10													
CFE-11030	CAFE: STUCCO	10	10	22-Mar-18	06-Apr-18	10													
CAFE ROOFING		28	28	15-Mar-18	01-May-18	29													
CRF-11250	CAFE: CHECK/TEST/START-UP ROOFTOP EQPT	2	2	30-Apr-18	01-May-18	24													
CRF-11080	CAFE: COPINGS	5	5	27-Mar-18	03-Apr-18	45													
CRF-11220	CAFE: DUCT CONNECTION TO UNIT ROOFTOP EQPT	2	2	19-Apr-18	20-Apr-18	28													
CRF-11240	CAFE: ELEC CONNECTION TO UNIT ROOFTOP EQPT	2	2	19-Apr-18	20-Apr-18	28													
CRF-11020	CAFE: ROOF CURBS	2	2	15-Mar-18	16-Mar-18	22													
CRF-11000	CAFE: ROOF DRAINS	2	2	15-Mar-18	16-Mar-18	22													
CRF-11040	CAFE: ROOFING	5	5	19-Mar-18	26-Mar-18	22													
CRF-11060	CAFE: ROOFING TRIM-OUT	5	5	27-Mar-18	03-Apr-18	39													
CRF-11210	CAFE: SET ROOF TOP UNIT ROOFTOP EQPT	1	1	17-Apr-18	17-Apr-18	28													

 Actual Work
 Critical Remaining Work
 Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018												019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
STUDENT SERVICES ENCLOSURE		28	28	20-Feb-18	10-Apr-18	9													
SSE-11000	ST-CTR: STONE VENEER	6	6	20-Feb-18	02-Mar-18	11													
SSE-11040	ST-CTR: STOREFRONT	5	5	03-Apr-18	10-Apr-18	9													
SSE-11020	ST-CTR: STUCCO	15	15	08-Mar-18	02-Apr-18	9													
STUDENT SERVICES ROOFING		25	25	19-Mar-18	30-Apr-18	24													
SFR-12140	ST-C-TR: CHECK/TEST/START-UP ROOFTOP EQPT	2	2	27-Apr-18	30-Apr-18	14													
SFR-12100	ST-C-TR: DUCT CONNECTION TO UNIT ROOFTOP EQPT	1	1	19-Apr-18	19-Apr-18	18													
SFR-12120	ST-C-TR: ELEC CONNECTION TO UNIT ROOFTOP EQPT	2	2	19-Apr-18	20-Apr-18	17													
SFR-12020	ST-CTR: ROOF CURBS	2	2	19-Mar-18	20-Mar-18	11													
SFR-12000	ST-CTR: ROOF DRAINS	2	2	19-Mar-18	20-Mar-18	11													
SFR-12040	ST-C-TR: ROOFING	10	10	22-Mar-18	06-Apr-18	11													
SFR-12060	ST-C-TR: ROOFING TRIM-OUT	5	5	09-Apr-18	16-Apr-18	32													
SFR-12080	ST-C-TR: SET ROOF TOP UNIT ROOFTOP EQPT	1	1	17-Apr-18	17-Apr-18	17													
ROOF & ENLOSURE CLOSEOUT		17	17	17-Apr-18	09-May-18	41													
RFE-1020	ENCLOSURE & ROOF PUNCHOUT	4	4	26-Apr-18	01-May-18	41													
RFE-1040	OWNER ENCLOSURE & ROOF INSPECTIONS & CREATE PUNCHLIST	2	2	02-May-18	03-May-18	41													
RFE-1060	PERFORM ENCLOSURE & ROOF PUNCHLIST	4	4	04-May-18	09-May-18	41													
RFE-1000	STORM PIPE & STRUCTURE: UG ROOF DRAINS (EAST)	7	7	17-Apr-18	25-Apr-18	41													
ROUGH-INS & FINISHES		75	75	14-Mar-18	27-Jun-18	1													
CAFE ROUGH-INS & FINISHES		71	71	14-Mar-18	21-Jun-18	5													
CAFE ROUGH-INS		48	48	14-Mar-18	18-May-18	19													
RIC-10400	CAFE: DOM WATER IN-WALL PIPE R/I	3	3	17-Apr-18	19-Apr-18	5													
RIC-10440	CAFE: DOM WATER PIPE INSULATION	3	3	23-Apr-18	25-Apr-18	5													
RIC-10200	CAFE: DOM WATER PIPE MAINS & BRANCHES	3	3	12-Apr-18	16-Apr-18	5													
RIC-10420	CAFE: DOM WATER PIPE TESTING	1	1	20-Apr-18	20-Apr-18	5													
RIC-10300	CAFE: DUCT INSULATION	5	5	04-Apr-18	10-Apr-18	12													
RIC-10120	CAFE: DUCT MAINS & BRANCHES	4	4	29-Mar-18	03-Apr-18	5													
RIC-10600	CAFE: ELEC CONN TO AIR DEVICE	2	2	17-May-18	18-May-18	18													
RIC-10740	CAFE: ELEC IN-WALL R/I	4	4	19-Apr-18	24-Apr-18	6													
RIC-10320	CAFE: ELEC OH CONDUIT R/I PWR/LGT	5	5	12-Apr-18	18-Apr-18	6													
RIC-10380	CAFE: GAS MAIN & BRANCHES	5	5	17-Apr-18	23-Apr-18	38													
RIC-10660	CAFE: HVAC PIPE INSULATION	3	3	24-Apr-18	26-Apr-18	22													
RIC-10160	CAFE: HVAC PIPE MAINS & BRANCHES	6	6	04-Apr-18	11-Apr-18	5													
RIC-10640	CAFE: HVAC PIPE TESTING	1	1	23-Apr-18	23-Apr-18	22													
RIC-10580	CAFE: HVAC PIPE TO AIR DEVICE	4	4	17-Apr-18	20-Apr-18	22													
RIC-10240	CAFE: INTERIOR PARTITION	3	3	04-Apr-18	06-Apr-18	11													
RIC-10000	CAFE: LAYOUT	1	1	14-Mar-18	14-Mar-18	5													
RIC-10620	CAFE: LOW VOLT CONTROL TO AIR DEVICE'S	2	2	17-May-18	18-May-18	7													
RIC-10760	CAFE: LOW VOLT IN-WALL R/I	4	4	19-Apr-18	24-Apr-18	6													
RIC-10360	CAFE: LOW VOLT OH CONDUIT R/I FA/COM/SEC/CONTROL	5	5	12-Apr-18	18-Apr-18	6													
RIC-10260	CAFE: PLB IN-WALL PIPE	4	4	09-Apr-18	12-Apr-18	14													
RIC-10080	CAFE: PLB WASTE & VENT PIPE	4	4	15-Mar-18	20-Mar-18	5													
RIC-11000	CAFE: PULL ELEC PWR/LGT	2	2	15-May-18	16-May-18	18													
RIC-11010	CAFE: PULL LOW VOLT FA/COM/SEC/CONTROL	2	2	15-May-18	16-May-18	7													
RIC-10520	CAFE: SET AIR DEVICE	3	3	12-Apr-18	16-Apr-18	22													
RIC-10480	CAFE: SPRINKLER PIPE BRANCHES	3	3	24-Apr-18	26-Apr-18	6													
RIC-10460	CAFE: SPRINKLER PIPE MAINS	3	3	19-Apr-18	23-Apr-18	6													
RIC-10500	CAFE: SPRINKLER PIPE TESTING	2	2	27-Apr-18	30-Apr-18	6													
RIC-10100	CAFE: STORM WATER PIPE R/I	6	6	21-Mar-18	28-Mar-18	5													
RIC-10780	CAFE: WALL CLOSE-IN INSPECTION	1	1	26-Apr-18	26-Apr-18	5													
CAFE ELECTRICAL CLOSET		15	15	09-Apr-18	27-Apr-18	40													
SEC-10300	ELEC RM: ENERGIZE DISTRIBUTION EQPT	1	1	27-Apr-18	27-Apr-18	30													
SEC-10280	ELEC RM: FEEDER CONDUIT ROUGH-IN & CONNECTIONS TO PAN	2	2	19-Apr-18	20-Apr-18	33													
SEC-10265	ELEC RM: FRAME & HANG WALLS	3	3	09-Apr-18	11-Apr-18	33													
SEC-10390	ELEC RM: GC PUNCHOUT	2	2	26-Apr-18	27-Apr-18	40													
SEC-10266	ELEC RM: PRIME PAINT WALLS	3	3	12-Apr-18	16-Apr-18	33													
SEC-10310	ELEC RM: PULL BRANCH PWR/LTG	1	1	24-Apr-18	24-Apr-18	40													
SEC-10290	ELEC RM: PULL/TERM FEEDERS TO PANELS	1	1	23-Apr-18	23-Apr-18	33													
SEC-10320	ELEC RM: SET & WIRE LIGHT FIXT'S	1	1	25-Apr-18	25-Apr-18	40													

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UPDATE 1 JOHNSON UNIVERSITY KISSIMMEE, FL JAN 1,2018				All Activities Report				08-Jan-18 07:53												
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018													019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
SEC-10270	ELEC RM: SET ELEC PANELS	2	2	17-Apr-18	18-Apr-18	33				█ ELEC RM: SET ELEC PANELS										
CAFE AREA FINISHES		39	39	27-Apr-18	21-Jun-18	5														
CAF-12025	CAFE-BATH: CEILING GRID	2	2	21-May-18	22-May-18	7					█ CAFE-BATH: CEILING GRID									
CAF-12070	CAFE-BATH: CEILING TILES	1	1	06-Jun-18	06-Jun-18	5					█ CAFE-BATH: CEILING TILES									
CAF-12020	CAFE-BATH: CERAMIC TILE WALL	6	6	17-May-18	24-May-18	5					█ CAFE-BATH: CERAMIC TILE WALL									
CAF-12010	CAFE-BATH: EPOXY FLOORING & BASE	2	2	15-May-18	16-May-18	5					█ CAFE-BATH: EPOXY FLOORING & BASE									
CAF-12060	CAFE-BATH: GRID CLOSE-IN INSPECTION	5	5	30-May-18	05-Jun-18	5					█ CAFE-BATH: GRID CLOSE-IN INSPECTION									
CAF-12030	CAFE-BATH: HVAC G/R/D'S @ GRID	2	2	23-May-18	24-May-18	7					█ CAFE-BATH: HVAC G/R/D'S @ GRID									
CAF-12045	CAFE-BATH: LIGHT FIXTURES	2	2	25-May-18	29-May-18	5					█ CAFE-BATH: LIGHT FIXTURES									
CAF-12080	CAFE-BATH: PLUMBING FIXTURES	4	4	07-Jun-18	12-Jun-18	5					█ CAFE-BATH: PLUMBING FIXTURES									
CAF-12100	CAFE-BATH: TOILET/ BATH ACCESSORIES	4	4	13-Jun-18	18-Jun-18	5					█ CAFE-BATH: TOILET/ BATH ACCESSORIES									
CAF-11380	CAFE: ABOVE CEILING INSP AND PUNCHLIST	1	1	06-Jun-18	06-Jun-18	7					█ CAFE: ABOVE CEILING INSP AND PUNCHLIST									
CAF-11500	CAFE: ARCH TRIMOUT / SPECIALITIES	2	2	11-Jun-18	12-Jun-18	7					█ CAFE: ARCH TRIMOUT / SPECIALITIES									
CAF-11620	CAFE: AV DEVICES AND TRIMOUT	2	2	07-Jun-18	08-Jun-18	11					█ CAFE: AV DEVICES AND TRIMOUT									
CAF-11180	CAFE: CEILING GRID	2	2	18-May-18	21-May-18	7					█ CAFE: CEILING GRID									
CAF-11400	CAFE: CEILING TILE	3	3	07-Jun-18	11-Jun-18	8					█ CAFE: CEILING TILE									
CAF-11140	CAFE: CERAMIC TILE WALLS	3	3	15-May-18	17-May-18	7					█ CAFE: CERAMIC TILE WALLS									
CAF-11245	CAFE: CHECK/TEST/START-UP AIR DEVICES	1	1	21-May-18	21-May-18	18					█ CAFE: CHECK/TEST/START-UP AIR DEVICES									
CAF-11460	CAFE: CHECK/TEST/START-UP KITCHEN EQPT	1	1	12-Jun-18	12-Jun-18	7					█ CAFE: CHECK/TEST/START-UP KITCHEN EQPT									
CAF-11560	CAFE: CONDITIONED AIR	1	1	22-May-18	22-May-18	18					█ CAFE: CONDITIONED AIR									
CAF-11640	CAFE: CONTROL TRIMOUT	1	1	13-Jun-18	13-Jun-18	7					█ CAFE: CONTROL TRIMOUT									
CAF-11580	CAFE: DIV 10 SPECIALTIES	2	2	11-Jun-18	12-Jun-18	9					█ CAFE: DIV 10 SPECIALTIES									
CAF-11480	CAFE: DOORS & HARDWARE	2	2	07-Jun-18	08-Jun-18	9					█ CAFE: DOORS & HARDWARE									
CAF-11360	CAFE: ELEC CONNECTIONS AT KITCHEN EQPT	2	2	04-Jun-18	05-Jun-18	7					█ CAFE: ELEC CONNECTIONS AT KITCHEN EQPT									
CAF-11600	CAFE: ELECTRICAL DEVICES AND TRIMOUT	2	2	07-Jun-18	08-Jun-18	11					█ CAFE: ELECTRICAL DEVICES AND TRIMOUT									
CAF-11260	CAFE: EPOXY COAT FLOOR @ KITCHEN AREA	2	2	22-May-18	23-May-18	7					█ CAFE: EPOXY COAT FLOOR @ KITCHEN AREA									
CAF-11420	CAFE: FINAL PAINT	2	2	07-Jun-18	08-Jun-18	7					█ CAFE: FINAL PAINT									
CAF-11040	CAFE: FINISH DRYWALL	4	4	07-May-18	10-May-18	5					█ CAFE: FINISH DRYWALL									
CAF-11660	CAFE: FIRE ALARM DEVICES AND TRIMOUT	3	3	07-Jun-18	11-Jun-18	10					█ CAFE: FIRE ALARM DEVICES AND TRIMOUT									
CAF-11320	CAFE: GAS CONNS TO EQPT	3	3	04-Jun-18	06-Jun-18	10					█ CAFE: GAS CONNS TO EQPT									
CAF-13000	CAFE: GC PUNCHLIST	3	3	19-Jun-18	21-Jun-18	5					█ CAFE: GC PUNCHLIST									
CAF-11020	CAFE: HANG & TAPE DRYWALL	3	3	02-May-18	04-May-18	5					█ CAFE: HANG & TAPE DRYWALL									
CAF-11240	CAFE: HVAC GRD'S	3	3	22-May-18	24-May-18	10					█ CAFE: HVAC GRD'S									
CAF-11520	CAFE: INTERIOR GLAZING	2	2	13-Jun-18	14-Jun-18	7					█ CAFE: INTERIOR GLAZING									
CAF-11200	CAFE: LIGHT FIXTURES	3	3	22-May-18	24-May-18	10					█ CAFE: LIGHT FIXTURES									
CAF-11340	CAFE: PLB CONNECTIONS AT KITCHEN EQPT	2	2	04-Jun-18	05-Jun-18	7					█ CAFE: PLB CONNECTIONS AT KITCHEN EQPT									
CAF-11120	CAFE: PRIME & FIRST COAT PAINT	2	2	11-May-18	14-May-18	5					█ CAFE: PRIME & FIRST COAT PAINT									
CAF-11160	CAFE: SET & CONN KITCHEN HOOD	2	2	18-May-18	21-May-18	13					█ CAFE: SET & CONN KITCHEN HOOD									
CAF-11300	CAFE: SET KITCHEN EQUIPMENT	2	2	31-May-18	01-Jun-18	7					█ CAFE: SET KITCHEN EQUIPMENT									
CAF-11440	CAFE: SET MISC MOBIL KITCHEN EQPT	1	1	11-Jun-18	11-Jun-18	7					█ CAFE: SET MISC MOBIL KITCHEN EQPT									
CAF-11220	CAFE: SPRINKLER ADJ AFTER GRID	2	2	22-May-18	23-May-18	11					█ CAFE: SPRINKLER ADJ AFTER GRID									
CAF-11280	CAFE: SUSTAINABLE FLOOR @ SERVING	4	4	24-May-18	30-May-18	7					█ CAFE: SUSTAINABLE FLOOR @ SERVING									
CAF-11000	CAFE: WALL INSULATION	3	3	27-Apr-18	01-May-18	5					█ CAFE: WALL INSULATION									
STUDENT SERVICES (COMMONS) ROUGH-INS & FINISHES		72	72	19-Mar-18	27-Jun-18	1														
STUDENT SERVICES ROUGH-INS		46	46	19-Mar-18	21-May-18	19														
RIS-20400	ST-C-TR: DOM WATER IN-WALL PIPE R/I	5	5	13-Apr-18	19-Apr-18	0					█ ST-C-TR: DOM WATER IN-WALL PIPE R/I									
RIS-20220	ST-C-TR: DOM WATER PIPE BRANCHES	2	2	06-Apr-18	09-Apr-18	3					█ ST-C-TR: DOM WATER PIPE BRANCHES									
RIS-20440	ST-C-TR: DOM WATER PIPE INSULATION	3	3	23-Apr-18	25-Apr-18	0					█ ST-C-TR: DOM WATER PIPE INSULATION									
RIS-20200	ST-C-TR: DOM WATER PIPE MAINS	5	5	30-Mar-18	05-Apr-18	3					█ ST-C-TR: DOM WATER PIPE MAINS									
RIS-20420	ST-C-TR: DOM WATER PIPE TESTING	1	1	20-Apr-18	20-Apr-18	0					█ ST-C-TR: DOM WATER PIPE TESTING									
RIS-20300	ST-C-TR: DUCT INSULATION	5	5	06-Apr-18	12-Apr-18	26					█ ST-C-TR: DUCT INSULATION									
RIS-20120	ST-C-TR: DUCT MAINS & BRANCHES	7	7	28-Mar-18	05-Apr-18	0					█ ST-C-TR: DUCT MAINS & BRANCHES									
RIS-20186	ST-C-TR: ELEC CONNS TO VFR'S	2	2	26-Apr-18	27-Apr-18	13					█ ST-C-TR: ELEC CONNS TO VFR'S									
RIS-20740	ST-C-TR: ELEC IN-WALL R/I	4	4	20-Apr-18	25-Apr-18	0					█ ST-C-TR: ELEC IN-WALL R/I									
RIS-20320	ST-C-TR: ELEC OH CONDUIT R/I PWR/LGT	4	4	16-Apr-18	19-Apr-18	0					█ ST-C-TR: ELEC OH CONDUIT R/I PWR/LGT									
RIS-20380	ST-C-TR: GAS MAIN & BRANCHES	5	5	06-Apr-18	12-Apr-18	46					█ ST-C-TR: GAS MAIN & BRANCHES									
RIS-20180	ST-C-TR: HVAC PIPE BRANCHES	5	5	16-Apr-18	20-Apr-18	12					█ ST-C-TR: HVAC PIPE BRANCHES									
RIS-20580	ST-C-TR: HVAC PIPE FREEZER/COOLER	4	4	23-Apr-18	26-Apr-18	12					█ ST-C-TR: HVAC PIPE FREEZER/COOLER									
RIS-20660	ST-C-TR: HVAC PIPE INSULATION	3	3	30-Apr-18	02-May-18	12					█ ST-C-TR: HVAC PIPE INSULATION									
RIS-20160	ST-C-TR: HVAC PIPE MAINS	6	6	06-Apr-18	13-Apr-18	0					█ ST-C-TR: HVAC PIPE MAINS									

Actual Work

Remaining Work

Critical Remaining Work

Milestone

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TASK filter: All Activities

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█ Actual Work
 █ Critical Remaining Work
 █ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018												019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
RIS-20640	ST-CTR: HVAC PIPE TESTING	1	1	27-Apr-18	27-Apr-18	12				I	ST-CTR: HVAC PIPE TESTING								
RIS-20184	ST-CTR: HVAC PIPE TO AIR DEVICE'S	4	4	26-Apr-18	01-May-18	13				I	ST-CTR: HVAC PIPE TO AIR DEVICE'S								
RIS-20240	ST-CTR: INTERIOR PARTITION	5	5	06-Apr-18	12-Apr-18	0				I	ST-CTR: INTERIOR PARTITION								
RIS-20000	ST-CTR: LAYOUT	1	1	19-Mar-18	19-Mar-18	0				I	ST-CTR: LAYOUT								
RIS-20188	ST-CTR: LOW VOLT CONTROL TO AIR DEVICE'S	2	2	30-Apr-18	01-May-18	13				I	ST-CTR: LOW VOLT CONTROL TO AIR DEVICE'S								
RIS-20760	ST-CTR: LOW VOLT IN-WALL R/I	4	4	20-Apr-18	25-Apr-18	0				I	ST-CTR: LOW VOLT IN-WALL R/I								
RIS-20360	ST-CTR: LOW VOLT OH CONDUIT R/I FA/COM/SEC/CONTROL	4	4	16-Apr-18	19-Apr-18	0				I	ST-CTR: LOW VOLT OH CONDUIT R/I FA/COM/SEC/CONTROL								
RIS-20260	ST-CTR: PLB IN-WALL PIPE	4	4	13-Apr-18	18-Apr-18	5				I	ST-CTR: PLB IN-WALL PIPE								
RIS-20080	ST-CTR: PLB WASTE & VENT PIPE	5	5	20-Mar-18	26-Mar-18	0				I	ST-CTR: PLB WASTE & VENT PIPE								
RIS-21000	ST-CTR: PULL ELEC PWR/LGT	3	3	16-May-18	18-May-18	1				I	ST-CTR: PULL ELEC PWR/LGT								
RIS-21010	ST-CTR: PULL LOW VOLT FA/COM/SEC/CONTROL	4	4	16-May-18	21-May-18	0				I	ST-CTR: PULL LOW VOLT FA/COM/SEC/CONTROL								
RIS-20182	ST-CTR: SET AIR DEVICES	3	3	23-Apr-18	25-Apr-18	13				I	ST-CTR: SET AIR DEVICES								
RIS-20480	ST-CTR: SPRINKLER PIPE BRANCHES	2	2	27-Apr-18	30-Apr-18	12				I	ST-CTR: SPRINKLER PIPE BRANCHES								
RIS-20460	ST-CTR: SPRINKLER PIPE MAINS	5	5	20-Apr-18	26-Apr-18	12				I	ST-CTR: SPRINKLER PIPE MAINS								
RIS-20500	ST-CTR: SPRINKLER PIPE TESTING	2	2	01-May-18	02-May-18	12				I	ST-CTR: SPRINKLER PIPE TESTING								
RIS-20100	ST-CTR: STORM WATER PIPE R/I	6	6	20-Mar-18	27-Mar-18	0				I	ST-CTR: STORM WATER PIPE R/I								
RIS-20560	ST-CTR: WALK-IN FREEZER/COOLER FLOOR GROUT/TOPPING	5	5	13-Apr-18	19-Apr-18	4				I	ST-CTR: WALK-IN FREEZER/COOLER FLOOR GROUT/TOPPING								
RIS-20540	ST-CTR: WALK-IN FREEZER/COOLER FLOOR INSULATION	5	5	06-Apr-18	12-Apr-18	4				I	ST-CTR: WALK-IN FREEZER/COOLER FLOOR INSULATION								
RIS-20780	ST-CTR: WALL CLOSE-IN INSPECTION	1	1	26-Apr-18	26-Apr-18	0				I	ST-CTR: WALL CLOSE-IN INSPECTION								
STUDENT SERVICES ELECTRICAL CLOSET		13	13	13-Apr-18	01-May-18	38													
SEC-10260	ELEC & IT RM 010A&B: GC PUNCHOUT	2	2	30-Apr-18	01-May-18	38				I	ELEC & IT RM 010A&B: GC PUNCHOUT								
SEC-10100	ELEC RM 010A: ENERGIZE DISTRIBUTION EQPT	1	1	26-Apr-18	26-Apr-18	17				I	ELEC RM 010A: ENERGIZE DISTRIBUTION EQPT								
SEC-10060	ELEC RM 010A: FEEDER CONDUIT ROUGH-IN & CONNECTIONS TO PANELS	2	2	19-Apr-18	20-Apr-18	17				I	ELEC RM 010A: FEEDER CONDUIT ROUGH-IN & CONNECTIONS TO PANELS								
SEC-10000	ELEC RM 010A: FRAME & HANG WALLS	2	2	13-Apr-18	16-Apr-18	17				I	ELEC RM 010A: FRAME & HANG WALLS								
SEC-10020	ELEC RM 010A: PRIME PAINT WALLS	1	1	17-Apr-18	17-Apr-18	17				I	ELEC RM 010A: PRIME PAINT WALLS								
SEC-10120	ELEC RM 010A: PULL BRANCH PWR/LTG	1	1	26-Apr-18	26-Apr-18	38				I	ELEC RM 010A: PULL BRANCH PWR/LTG								
SEC-10080	ELEC RM 010A: PULL/TERM FEEDERS TO PANELS	3	3	23-Apr-18	25-Apr-18	17				I	ELEC RM 010A: PULL/TERM FEEDERS TO PANELS								
SEC-10140	ELEC RM 010A: SET & WIRE LIGHT FIXTS	1	1	27-Apr-18	27-Apr-18	38				I	ELEC RM 010A: SET & WIRE LIGHT FIXTS								
SEC-10040	ELEC RM 010A: SET DISTRIBUTION PANELS	1	1	18-Apr-18	18-Apr-18	17				I	ELEC RM 010A: SET DISTRIBUTION PANELS								
SEC-10220	IT-RM 010B: PULL & TERM ELEC PWR WIRE TO CAFE	2	2	26-Apr-18	27-Apr-18	38				I	IT-RM 010B: PULL & TERM ELEC PWR WIRE TO CAFE								
SEC-10240	IT-RM 010B: PULL & TERM FIRE ALARM WIRE TO STUDENT UNION	2	2	26-Apr-18	27-Apr-18	38				I	IT-RM 010B: PULL & TERM FIRE ALARM WIRE TO STUDENT UNION								
SEC-10160	IT-RM 010B: PULL & TERM SECURITY WIRE FROM HERITAGE	2	2	26-Apr-18	27-Apr-18	38				I	IT-RM 010B: PULL & TERM SECURITY WIRE FROM HERITAGE								
SEC-10180	IT-RM 010B: PULL & TERM SECURITY WIRE FROM STUDENT UNION	2	2	26-Apr-18	27-Apr-18	38				I	IT-RM 010B: PULL & TERM SECURITY WIRE FROM STUDENT UNION								
SEC-10200	IT-RM 010B: PULL & TERM SECURITY WIRE TO CAFE	2	2	26-Apr-18	27-Apr-18	38				I	IT-RM 010B: PULL & TERM SECURITY WIRE TO CAFE								
STUDENT SERVICES MECHANICAL CLOSET		24	24	23-Apr-18	24-May-18	0													
SME-10080	MECH CLOSET: CHECK/TEST/START-UP OAU-1	1	1	24-May-18	24-May-18	0				I	MECH CLOSET: CHECK/TEST/START-UP OAU-1								
SME-10060	MECH CLOSET: DUCT CONNECTION TO OAU-1	3	3	24-Apr-18	26-Apr-18	12				I	MECH CLOSET: DUCT CONNECTION TO OAU-1								
SME-10020	MECH CLOSET: ELEC CONN'S TO OAU-1	2	2	21-May-18	22-May-18	1				I	MECH CLOSET: ELEC CONN'S TO OAU-1								
SME-10040	MECH CLOSET: LOW VOLT CONTROL TO OAU-1	2	2	22-May-18	23-May-18	0				I	MECH CLOSET: LOW VOLT CONTROL TO OAU-1								
SME-10000	MECH CLOSET: SET OAU-1	1	1	23-Apr-18	23-Apr-18	12				I	MECH CLOSET: SET OAU-1								
STUDENT SERVICES BATHROOM FINISHES		32	32	27-Apr-18	12-Jun-18	9													
SBR-20060	STCTR-BATH: BULKHEAD CLOSE-IN INSPECTION	1	1	03-May-18	03-May-18	9				I	STCTR-BATH: BULKHEAD CLOSE-IN INSPECTION								
SBR-20170	STCTR-BATH: CEILING GRID	3	3	21-May-18	23-May-18	9				I	STCTR-BATH: CEILING GRID								
SBR-20210	STCTR-BATH: CEILING TILES	1	1	05-Jun-18	05-Jun-18	9				I	STCTR-BATH: CEILING TILES								
SBR-20160	STCTR-BATH: CERAMIC TILE WALL	3	3	16-May-18	18-May-18	9				I	STCTR-BATH: CERAMIC TILE WALL								
SBR-20280	STCTR-BATH: DOOR & HARDWARE	1	1	11-Jun-18	11-Jun-18	9				I	STCTR-BATH: DOOR & HARDWARE								
SBR-20020	STCTR-BATH: ELEC R/I @ FRAME CEILING/BHS	2	2	01-May-18	02-May-18	9				I	STCTR-BATH: ELEC R/I @ FRAME CEILING/BHS								
SBR-20140	STCTR-BATH: EPOXY FLOORING & BASE	2	2	14-May-18	15-May-18	9				I	STCTR-BATH: EPOXY FLOORING & BASE								
SBR-20300	STCTR-BATH: FINAL PAINT	1	1	12-Jun-18	12-Jun-18	9				I	STCTR-BATH: FINAL PAINT								
SBR-20100	STCTR-BATH: FINISH BULKHEADS & CEILINGS	3	3	08-May-18	10-May-18	9				I	STCTR-BATH: FINISH BULKHEADS & CEILINGS								
SBR-20000	STCTR-BATH: FRAME BULKHEAD AND CEILING	2	2	27-Apr-18	30-Apr-18	9				I	STCTR-BATH: FRAME BULKHEAD AND CEILING								
SBR-20200	STCTR-BATH: GRID CLOSE-IN INSPECTION	5	5	29-May-18	04-Jun-18	9				I	STCTR-BATH: GRID CLOSE-IN INSPECTION								
SBR-20080	STCTR-BATH: HANG & TAPE BULKHEAD & CEILINGS	2	2	04-May-18	07-May-18	9				I	STCTR-BATH: HANG & TAPE BULKHEAD & CEILINGS								
SBR-20190	STCTR-BATH: HVAC G/R/D'S @ GRID	1	1	25-May-18	25-May-18	9				I	STCTR-BATH: HVAC G/R/D'S @ GRID								
SBR-20180	STCTR-BATH: LIGHT FIXTURES @ GRID	1	1	24-May-18	24-May-18	9				I	STCTR-BATH: LIGHT FIXTURES @ GRID								
SBR-20220	STCTR-BATH: PLUMBING FIXTURES	1	1	06-Jun-18	06-Jun-18	9				I	STCTR-BATH: PLUMBING FIXTURES								
SBR-20120	STCTR-BATH: PRIME & FINISH COAT PAINT	1	1	11-May-18	11-May-18	9				I	STCTR-BATH: PRIME & FINISH COAT PAINT								
SBR-20040	STCTR-BATH: SPRK DROPS@ FRAME CEILING/BHS	2	2	01-May-18	02-May-18	9				I	STCTR-BATH: SPRK DROPS@ FRAME CEILING/BHS								
SBR-20240	STCTR-BATH: TOILET PARTITIONS	2	2	07-Jun-18	08-Jun-18	9				I	STCTR-BATH: TOILET PARTITIONS								
SBR-20260	STCTR-BATH: TOILET/ BATH ACCESSORIES	1	1	08-Jun-18	08-Jun-18	10				I	STCTR-BATH: TOILET/ BATH ACCESSORIES								

■ Actual Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ◆ Milestone

UPDATE 1 JOHNSON UNIVERSITY KISSIMMEE, FL JAN 1,2018				All Activities Report				08-Jan-18 07:53												
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	2018													019
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
KITCHEN/SERVING FINISHES		43	43	27-Apr-18	27-Jun-18	1														
KIT-20460	KIT-SER: ABOVE CEILING INSP AND PUNCHLIST	2	2	12-Jun-18	13-Jun-18	0														
KIT-20580	KIT-SER: ARCH TRIMOUT / SPECIALITIES	2	2	18-Jun-18	19-Jun-18	2														
KIT-20700	KIT-SER: AV DEVICES AND TRIMOUT	2	2	15-Jun-18	18-Jun-18	5														
KIT-20260	KIT-SER: CEILING GRID	2	2	11-May-18	14-May-18	6														
KIT-20480	KIT-SER: CEILING TILE	2	2	14-Jun-18	15-Jun-18	3														
KIT-20540	KIT-SER: CHECK/TEST/START-UP KITCHEN EQPT	1	1	20-Jun-18	20-Jun-18	0														
KIT-20325	KIT-SER: CONDITIONED AIR	0	0	25-May-18	25-May-18	0														
KIT-20720	KIT-SER: CONTROL TRIMOUT	2	2	21-Jun-18	22-Jun-18	0														
KIT-20660	KIT-SER: DIV 10 SPECIALTIES	2	2	18-Jun-18	19-Jun-18	4														
KIT-20560	KIT-SER: DOORS & HARDWARE	1	1	15-Jun-18	15-Jun-18	4														
KIT-20440	KIT-SER: ELEC CONNECTIONS AT KITCHEN EQPT	1	1	11-Jun-18	11-Jun-18	0														
KIT-20680	KIT-SER: ELECTRICAL DEVICES AND TRIMOUT	1	1	15-Jun-18	15-Jun-18	6														
KIT-20340	KIT-SER: EPOXY COAT & BASE FLOOR @ KITCHEN AREA	3	3	25-May-18	30-May-18	0														
KIT-20500	KIT-SER: FINAL PAINT	2	2	14-Jun-18	15-Jun-18	0														
KIT-20040	KIT-SER: FINISH DRYWALL	3	3	03-May-18	07-May-18	3														
KIT-20740	KIT-SER: FIRE ALARM DEVICES AND TRIMOUT	1	1	15-Jun-18	15-Jun-18	6														
KIT-20400	KIT-SER: GAS CONN'S TO EQPT	1	1	11-Jun-18	11-Jun-18	6														
KIT-20760	KIT-SER: GC PUNCHLIST	1	1	25-Jun-18	25-Jun-18	1														
KIT-20020	KIT-SER: HANG & TAPE DRYWALL	2	2	01-May-18	02-May-18	3														
KIT-20770	KIT-SER: HEALTH INSPECTIONS	2	2	26-Jun-18	27-Jun-18	1														
KIT-20320	KIT-SER: HVAC GRD's	2	2	15-May-18	16-May-18	6														
KIT-20600	KIT-SER: INTERIOR GLAZING	2	2	20-Jun-18	21-Jun-18	2														
KIT-20280	KIT-SER: LIGHT FIXTURES	2	2	15-May-18	16-May-18	13														
KIT-20420	KIT-SER: PLB CONNECTIONS AT KITCHEN EQPT	1	1	11-Jun-18	11-Jun-18	0														
KIT-20200	KIT-SER: PRIME & FIRST COAT PAINT	3	3	08-May-18	10-May-18	3														
KIT-20240	KIT-SER: SET & CONN KITCHEN HOOD	2	2	11-May-18	14-May-18	15														
KIT-20380	KIT-SER: SET KITCHEN EQUIPMENT	3	3	06-Jun-18	08-Jun-18	0														
KIT-20520	KIT-SER: SET MISC MOBIL KITCHEN EQPT	2	2	18-Jun-18	19-Jun-18	0														
KIT-20300	KIT-SER: SPRINKLER ADJ AFTER GRID	2	2	15-May-18	16-May-18	13														
KIT-20360	KIT-SER: SUSTAINABLE FLOOR @ SERVING	4	4	31-May-18	05-Jun-18	0														
KIT-20000	KIT-SER: WALL INSULATION	2	2	27-Apr-18	30-Apr-18	3														
ACTIVITIES/DINING/STORAGE FINISHES		37	37	27-Apr-18	19-Jun-18	7														
DIN-20280	DIN/ST: ARCH TRIMOUT / SPECIALITIES	2	2	11-Jun-18	12-Jun-18	7														
DIN-20100	DIN/ST: CEILING GRID	3	3	16-May-18	18-May-18	7														
DIN-20220	DIN/ST: CEILING TILE	2	2	04-Jun-18	05-Jun-18	7														
DIN-20000	DIN/ST: CHECK/TEST/START-UP AIR DEVICES	1	1	02-May-18	02-May-18	25														
DIN-20180	DIN/ST: CONDITIONED AIR	0	0		29-May-18	7														
DIN-20360	DIN/ST: CONTROL TRIMOUT	2	2	11-Jun-18	12-Jun-18	8														
DIN-20260	DIN/ST: DOORS & HARDWARE	2	2	07-Jun-18	08-Jun-18	9														
DIN-20340	DIN/ST: ELECTRICAL DEVICES AND TRIMOUT	3	3	11-Jun-18	13-Jun-18	8														
DIN-20240	DIN/ST: FINAL PAINT	3	3	06-Jun-18	08-Jun-18	7														
DIN-20060	DIN/ST: FINISH DRYWALL	4	4	07-May-18	10-May-18	0														
DIN-20320	DIN/ST: FIRE ALARM DEVICES AND TRIMOUT	3	3	06-Jun-18	08-Jun-18	11														
DIN-20380	DIN/ST: GC PUNCHLIST	3	3	15-Jun-18	19-Jun-18	7														
DIN-20040	DIN/ST: HANG & TAPE DRYWALL	3	3	02-May-18	04-May-18	0														
DIN-20160	DIN/ST: HVAC GRD's	2	2	25-May-18	29-May-18	7														
DIN-20300	DIN/ST: INTERIOR GLAZING	2	2	13-Jun-18	14-Jun-18	7														
DIN-20120	DIN/ST: LIGHT FIXTURES	2	2	21-May-18	22-May-18	7														
DIN-20200	DIN/ST: MCT/LVT FLOORING	3	3	30-May-18	01-Jun-18	7														
DIN-20080	DIN/ST: PRIME & FIRST COAT PAINT	3	3	11-May-18	15-May-18	0														
DIN-20140	DIN/ST: SPRINKLER ADJ AFTER GRID	2	2	23-May-18	24-May-18	7														
DIN-20020	DIN/ST: WALL INSULATION	3	3	27-Apr-18	01-May-18	0														
PROJECT CLOSEOUT & COMMISSIONING		16	16	18-Jun-18	10-Jul-18	0														
CLO-8000	FINAL INSPECTION & CREATE PUNCHLIST	3	3	28-Jun-18	02-Jul-18	1														
CLO-7000	FIRE ALARM TESTING PERIOD	5	5	18-Jun-18	22-Jun-18	11														
CLO-7010	HVAC COMMISSIONING PERIOD	10	10	25-Jun-18	09-Jul-18	0														
CLO-8020	OWNER FINAL ACCEPTANCE	1	1	10-Jul-18	10-Jul-18	0														
CLO-8010	PERFORM BLDGS PUNCHLIST	3	3	03-Jul-18	06-Jul-18	1														

■ Actual Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ◆ Milestone



TAB 5
Is the firm a “City of Kissimmee Entity”

Is the firm a “City of Kissimmee Entity”?

Arnco Construction does not currently have an office in the City of Kissimmee. Our firm was established in Osceola County and works with many local businesses. Most of our staff members are residents of this community.





TAB 6

**Is the Firm a “Certified Woman or Minority
Business Enterprise”**

Is the firm a "Certified Woman or Minority Business Enterprise"

Arnco Construction is not currently a W/MBE but will tailor bid packages to encourage Minority businesses to submit bids for this project. Our team will support the City of Kissimmee's commitment to encouraging the participation of Women and Minority owned businesses.





TAB 7

Surveys of Past Performance

Survey Questionnaire – City of Kissimmee
RFP2022-005, Construction Manager at Risk – Lancaster Ranch Park

To: Curt Diehl Osceola County
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 407-402-0200

Email: Curt.Diehl@osceola.org

Subject: Past Performance Survey of:
Campbell City Tax Collector Branch Office (CMAR)

(Project Name)

Consultant Name: Arco Construction

(Name of firm being surveyed)

Cost of Services: \$4,454,556.00 Date Complete: June 23, 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Campbell City Tax Collector Date Completed: June 23, 2020

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T. Diehl
 Printed Name of Evaluator

[Signature]
 Signature of Evaluator

Please fax or email the completed survey to: Phillip@arcoconstruction.com

Survey Questionnaire – City of Kissimmee
RFP2022-005, Construction Manager at Risk – Lancaster Ranch Park

To: Curt Diehl Osceola County
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 407-402-0200

Email: Curt.Diehl@osceola.org

Subject: Past Performance Survey of: Reunion Fire Station 75 (CMAR)

(Project Name)
 Consultant Name: Arnco Construction
 (Name of firm being surveyed)
 Cost of Services: \$4,779,889.00 Date Complete: August 15, 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Fire Station 73 Date Completed: August 15, 2018

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T Diehl
 Printed Name of Evaluator

[Signature]
 Signature of Evaluator

Please fax or email the completed survey to: Phillip@arncoconstruction.com

Survey Questionnaire – City of Kissimmee
RFP2022-005, Construction Manager at Risk – Lancaster Ranch Park

To: Curt Diehl Osceola County
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 407-402-0200

Email: Curt.Diehl@osceola.org

Subject: Past Performance Survey of:
Osceola County Sheriff Training Facility (CMAR) and Classroom Bldg

(Project Name)
 Consultant Name: Arnco Construction
 (Name of firm being surveyed)

Cost of Services: \$12,789,918.00 Date Complete: April 20, 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Sheriff Training Facility & Classroom Date Completed: April 20, 2022

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T. Diehl
 Printed Name of Evaluator

[Signature]
 Signature of Evaluator

Please fax or email the completed survey to: Phillip@arncoconstruction.com

Survey Questionnaire – City of Kissimmee
RFP2018-004, Construction Manager at Risk – Kissimmee Police Department Firearms
Training Facility

To: Remy Gili School District Of Osceola
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 407-518-2964 386-689-8748

Email: giliremy@osceola.k12.fl.us

Subject: Past Performance Survey of:
Test Kitchen at Adult Learning Center CMAR
 (Project Name)

Consultant Name: Arncos Construction, inc.
 (Name of firm being surveyed)

Cost of Services: 1,563,751 Date Complete: December 2014

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Test Kitchen Date Completed: December 2014

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Remy Gili

Printed Name of Evaluator

Remy Gili

Signature of Evaluator

Please fax or email the completed survey to: phillip@arncoconstruction.com



Celebration Residential Owners Association, Inc. (CROA)

July 3, 2019

Celebration Residential Owners Association
Celebration, Florida

REFERENCE: Letter of Recommendation

To Whom It May Concern:

It is my pleasure to recommend the construction services of ARNCO Construction Company. The Celebration Residential Owners Association recently contracted with ARNCO to create a \$4.5 million dollar athletic field complex including an entrance road, concession/restroom building, three athletic fields and a pavilion. Rick Smallish and Phillip Owen were the utmost professionals and were extremely efficient and effective at managing the project.

I am happy to give a recommendation for the quality of work they provide and willing to discuss our experience with ARNCO further, at your request.

Sincerely,

Steve Waring, CMCA, AMS, CPRP
Executive Director
Celebration Town Hall

Survey Questionnaire – City of Kissimmee
RFP2022-005, Construction Manager at Risk – Lancaster Ranch Park

To: Steve Waring CROA
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 407-566-1200

Email: _____

Celebration Residential Owners Assoc.
Has been taken over by a management
Company. I have included the reference
Letter from Steve Waring.

Subject: Past Performance Survey of:
CROA Athletic Fields

(Project Name)
Consultant Name: Arnco Construction

(Name of firm being surveyed)

Cost of Services: \$4,500,000 Date Complete: June 2019

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: CROA Athletic Fields Date Completed: June 2019

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator _____

Please fax or email the completed survey to: Phillip@arncoconstruction.com

ITEM 8.A

Downtown Residential Parking Program

Request

Request Commission review and approval on the proposed policy for a downtown residential parking permit program.

Explanation

On February 15, 2022, the City Commission approved an Ordinance amending the City Code to allow for a policy to be created, subject to City Commission approval, to address the problem experienced by downtown residents living in units that are either not proximate to long-term public parking facilities or do not have private parking available.

The proposed policy establishes and provides guidelines for a residential parking permit program within defined areas of downtown Kissimmee. The program would grant permit holders the ability to park for extended periods, and in some cases beyond posted parking time limits, on the following streets:

- Dakin Avenue
- Darlington Avenue
- Monument Avenue
- Sproule Avenue
- N. Stewart Avenue

Permit holders would also be permitted to park for extended periods, including overnight, in the following locations:

- Toho Square parking garage
- The City Hall parking lot
- Public parking lot (Dakin Avenue across from City Hall)

Community input on the implementation of this policy was sought through the various downtown business groups and no comments were received.

Recommendation

Staff recommends Commission Approval of the proposed policy establishing a downtown residential parking permit program and granting staff the right to make future administrative and procedural adjustments to the proposed program to ensure effective administration of the program.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Craig Holland

Attachment(s):

City of Kissimmee

1. CP 1105 - Downtown Residential Parking Permit Program



Title: Downtown Residential Parking Permit Program

Effective Date: **TBD**

Revised Date:

Review Authority: Development Services Division

Policy: To outline the policy and procedures for Downtown Kissimmee residents to obtain authorization via the use of a permit to park on certain side streets off Broadway and exceed parking time limits in place and authorize the overnight parking in the Toho Square Parking Garage via permit.

1105.01 Eligibility: Downtown Kissimmee residents living in dwelling units located along the Broadway corridor and those dwelling units located up to one block off of Broadway, between Neptune Road and N. Stewart Avenue, shall be eligible to participate in the Downtown Residential Parking Permit Program.

Each physical address/dwelling unit shall have no more than one valid (1) parking permit at any time.

1105.02 Authorized Use: Permit holders shall only be authorized to use their permit for extended parking on those streets approved in this policy. Attempting to use the issued permit on an unauthorized street or private parking garage/property shall put the vehicle owner at risk of fines for exceeding parking limits on public streets or the removal of their vehicle at the owner's expense by the private property owner.

Downtown Residential Parking Permits shall grant permit holders the ability to park for extended periods, and in some cases beyond posted parking time limits, on the following streets: (1) Dakin Avenue, (2) Darlington Avenue, (3) Monument Avenue, (4) Sproule Avenue, and (5) N. Stewart Avenue.

Permit holders shall also be permitted to park for extended periods, including overnight, in the Toho Square parking garage, the public parking lot on Dakin Avenue across from City Hall, and the City Hall parking lot.

When parking in an authorized area, parking permits shall be visibly displayed and hanging from the vehicle's rearview mirror. Failing to properly display a parking permit may result in law enforcement issuing a citation imposing the applicable fine if permit holder violates established parking rules and regulations. Parking citations /fines shall not be voided or waived under any circumstance if the permit holder fails to properly display a parking permit.

1105.03 Application Process: Eligible residents may apply for a permit online by completing an application found on the City's website, or obtained in-person at the City of Kissimmee Building Division service counter located in City Hall.



Applicants shall provide the following documentation when applying:

- a. A copy or photo of the Florida Driver's License showing an eligible address in Downtown Kissimmee.
- b. One other document establishing the address on the Driver's License as their Downtown residence (i.e. utility bill or a copy of a lease).

1105.04 Permit Administration: Applicants shall be required to pay \$15.00 per year for each parking permit. The issuance of a permit for a partial year shall be a prorated amount.

All parking permits shall be valid for no more than twelve (12) months and shall expire on December 31 of each year. Each permit holder is responsible for renewing their parking permit by the expiration date as expiration notices will not be sent.

Parking permit holders are not eligible for a refund if they move out of the eligibility area before December 31. Residents leaving the eligibility area may elect to provide the new resident of their dwelling unit with their permit; however, if the new resident applies for a parking permit the previous resident's permit shall be canceled and can no longer be used.

1105.05 Lost & Stolen Permits: If a permit holder loses their parking permit, they may reapply for a permit and pay a \$15.00 replacement fee.

If a parking permit is stolen, permit holders may reapply for a replacement permit at no cost if a police report is submitted with the replacement application. If a police report is not provided, the permit holder shall be subject to a \$15.00 replacement fee.

1105.06 Abuse of Parking Permit Program: If a permit holder misrepresents a claim of a lost or stolen parking permit in attempts to obtain more than one parking permit per dwelling unit, the City shall revoke the dwelling's eligibility to the Downtown Parking Permit Program for the remainder of the current year plus one additional calendar year.

If a new resident moves into a dwelling flagged for misuse, the prohibition for participation in the Program shall be lifted, as it applies to the new resident upon verification and approval of the new resident's application.

ITEM 8.B

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 appointment that was due to expire on May 31, 2022 is 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. Appointments by Seat 7-05-2022

APPOINTMENTS BY SEAT

DATE: July 5, 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)