



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 6, 2024 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Black History Month

3.B Proclamation- "Pastor Michael Douglas Young Appreciation Day"

3.C Recognition of the Bob Makinson Aquatic Center for achieving the 2023 Gold International Aquatic Safety Award

3.D Employee of the Month for February

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 Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2023-3024

7.B Mechanical, Electrical, and Plumbing Continuing Services

7.C Purchase of Two Solid Waste Grapple Trucks

7.D Contract for Comprehensive Plan Future Land Use and Transportation Element Updates

7.E Acceptance of Donation from the Walmart Foundation

7.F Second Amendment to Contract for the Marydia Community Center

7.G Contract for Comprehensive Plan Evaluation and Appraisal Report

7.H Upgrade and Replacement of Access Control Systems

7.I Beaumont Complex Replat – Final Plat

7.J Purchase of Video Management Solution

7.K Supplemental Agreement No.1 for Connect Kissimmee Project

7.L Purchase of Equipment from Stryker Medical for New Rescue 2024

8. DISCUSSION ITEMS

8.A Request by Fernando Homs to waive or reduce Code Enforcement liens for 2046 Valencia Circle

8.B Advisory Board Vacancy: Board of Adjustment

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida 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

Proclamation - Black History Month

Request

To present a Proclamation in honor of Black History Month.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Black History Month

Proclamation



BLACK HISTORY MONTH

WHEREAS, in 1926, Dr. Carter G. Woodson, a Harvard Scholar, established the observance of African American history, to reveal the contributions, achievements, and involvement of African American people interwove into the fabric of every aspect of American society; and

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated throughout the United States of America during the month of February as a testament to generations of formerly enslaved Africans brought to the Americas who, in the face of daily adversity and galvanized by the promise of freedom, strived for equality by exercising strength, endurance, enterprise and patriotism; and

WHEREAS, African Americans' longstanding struggles for freedom, equal treatment, and the rights guaranteed under the United States Constitution for equal opportunities in education, housing, and the workplace; for economic opportunity, equal justice, and political representation; and so much more have reformed our democracy far beyond its founding; and

WHEREAS, African Americans have made a way not only for themselves but also have helped build a foundation for millions of women, immigrants, other historically marginalized communities, and all Americans to more fully experience the benefits of our society; and

WHEREAS, the collective actions of African Americans should be recognized for their significant contributions past and present on a national and local state in civic, economic, educational, professional, medical, scientific, military, athletic and artistic excellence; and

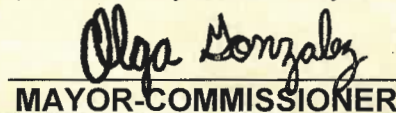
WHEREAS, all persons are encouraged to explore Black History and gain a greater appreciation for the richness and depth of African American contributions and experiences in America; and

WHEREAS, Famous Black History quotes remind us our past can shape our future, and inspirational words urge us to move forward with purpose; in the words of Harriet Tubman "every great dream begins with a dreamer. Always remember, you have the strength, the patience, and the passion to reach for the stars to change the world."; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of February 2024 as "**Black History Month**" in the City of Kissimmee and encourage all citizens to join in this special observance.

IN WITNESS, THEREOF, this is signed this 6th day of February, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B**Proclamation- "Pastor Michael Douglas Young Appreciation Day"****Request**

To present a proclamation to Pastor Michael Douglas Young, Pastor of The Kingdom Church Kissimmee Campus.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Pastor Michael D. Young

Proclamation



PASTOR MICHAEL DOUGLAS YOUNG

WHEREAS, Pastor Michael D. Young, Campus Pastor of The Kingdom Church Kissimmee Campus, entered ministry at age 20 in May 1995, coaching rising Christian leaders and launching churches; and

WHEREAS, in 2023 Pastor Young initiated the "Outside These Walls" Initiative, embodying TKC Kissimmee's vision to impact the community, empower members, and encourage relationship-building; and

WHEREAS, leading annual Back-to-School Bashes since 2021, since then Pastor Young blessed over 800 families and aims to help 500 in 2024; he has also partnered with Aspire Women's Shelter providing support during the holidays; and

WHEREAS, Pastor Young, with TKC Kissimmee, is starting a NAMI Chapter to address mental health needs, and launching "Healthy Minds and Healthy Families First" to support Supervised Parental Visitation; and

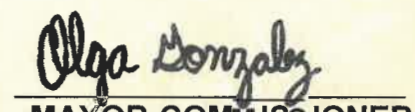
WHEREAS, believing TKC Kissimmee will be a beacon in the community, Pastor Young engages in Municipal activities, homeless initiatives, and serve days, showcasing a commitment to community service; and

WHEREAS, in his personal life, Pastor Young a devoted husband and father, has been a fearless entrepreneur, mentor, and shepherd, embodying the principles he preaches; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim February 6, 2024 as "**Pastor Michael D. Young Appreciation Day**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 6th day of February, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Recognition of the Bob Makinson Aquatic Center for achieving the 2023 Gold International Aquatic Safety Award

Request

Recognition of the staff at the Bob Makinson Aquatic Center for achieving the 2023 Gold International Aquatic Safety Award.

Explanation

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

Since opening, the team at the Aquatic Center have performed well and achieved various awards and recognitions. This is a team made up by and led by young professionals. Lifeguards range from 16-22 years of age. These are the individuals trained and entrusted with life-saving skills to protect our customers. The City's lifeguards and employees are proud, knowledgeable, prepared and professional.

International Safety Awards are presented only to Ellis and Associates' most elite clients. Presented at three levels - Silver, Gold and Platinum. The team at Bob Makinson Aquatic Center has been awarded the Gold International Aquatic Safety Award for 2023.

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):

None

ITEM 3.D

Employee of the Month for February

Request

Request that the City Commission join the City Manager in recognizing Mark Vazquez, Code Enforcement Manager, as February's Employee of the Month.

Explanation

The City is pleased to honor Mark Vazquez as the Employee of the Month for February. Mark has been with the City for over 18 ½ years and currently serves as a Code Enforcement Manager for the Development Services Department.

One of Mark's standout qualities is his unwavering support for his team. He consistently stands up for his colleagues, ensuring they are treated fairly and equitably. This commitment to teamwork and mutual respect contributes significantly to a harmonious work atmosphere.

In addition to his interpersonal skills, Mark is proactive in bringing modern approaches to code enforcement issues. He demonstrates a willingness to explore innovative solutions and goes the extra mile to address challenges effectively. This forward-thinking mindset contributes to the continuous improvement of our code enforcement strategies.

Mark's dedication and positive contributions to the team make him a valuable asset to our organization. For this and more the City would like to recognize Mark Vazquez.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A

Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2023-2024

Request

Approval for the Mayor to execute Contract #20240196 with Osceola County for the disbursement of FY 2023-2024 HOME funds in the amount of \$359,424.80.

Explanation

As part of the Osceola HOME Consortium, the City of Kissimmee is eligible to receive funding in the amount of \$359,424.80 from the HOME Investment Partnerships (HOME) Program to provide affordable housing for residents.

This agreement is provided by Osceola County for execution. It states the rules and conditions under which the County, as the Consortium's lead agency, shall reimburse the City for eligible HOME activities using FY 2023–2024 funds. The period of the agreement is October 1, 2023 through September 30, 2024. The funds shall be used for the following activities:

- Administration - \$30,807.84
- Projects - \$274,703.24 (includes tenant-based rental assistance and rental housing development - new and/or rehab)
- In addition, \$53,913.72, has been set aside for Community Housing Development Organizations (CHDOs) activities.

In anticipation of the receipt of these HOME funds, the City advertised the availability of these funds in the Osceola Gazette on June 1, 2023.

No budget action is needed at this time because these funds were included in the current City's Annual Budget.

Recommendation

Approval to execute Contract #20240196 with Osceola County for the disbursement of FY 2023-2024 HOME funds in the amount of \$359,424.80 and authorizing the Mayor to execute the agreement and all documents relating to this grant.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):

1. (S) HOME Consortium Disbursement Agreement 2023 -2024

**OSCEOLA HOME CONSORTIUM
DISBURSEMENT AGREEMENT
BETWEEN
OSCEOLA COUNTY AND CITY OF KISSIMMEE
FY 2023-2024**

THIS AGREEMENT will become effective the 1st day of October 2023, by and between Osceola County, a political subdivision of the state of Florida, hereinafter referred to as “COUNTY”, and the City of Kissimmee, a municipality, hereinafter referred to as “CITY”.

WHEREAS, the National Affordable Housing Act of 1990 authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD), to local governments for the production of affordable housing; and

WHEREAS, Osceola County and the City of Kissimmee, have entered into an agreement to form a HOME Consortium to obtain funding through the HOME Program, to provide affordable housing for its residents; and

WHEREAS, Osceola County, recognized by HUD as the Lead Agency of the HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the CITY has requested funds from the Consortium for the benefit of the very low- and low-income citizens of Osceola County; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the COUNTY and CITY mutually agree as follows:

SECTION I. DEFINITIONS

- A. “Approved Activities” means HUD approved activities as stated in the Osceola County HOME Consortium Consolidated Action Plan.
- B. “CONSORTIUM” means the Osceola County HOME Consortium.
- C. “Consortium Approval” means the written approval of the HOME Consortium members.
- D. “CITY” means the City of Kissimmee.
- E. “COUNTY” means the Board of County Commissioners of Osceola County, Florida.
- F. “HUD” means the U.S. Department of Housing and Urban Development.

- G. "HOME Administrator" means the Osceola County Director of Housing and Community Services Department or his/her designee.
- H. "HOME Program" means the Consortium's HOME Investment Partnership Program.
- I. "HOME Regulations" means 24 CFR Part 92 and supplemental, additional or successor provisions.
- J. "Lead Agency" refers to Osceola County, as required under 24 CFR Part 92.101(a)(ii).
- K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization ("CHDO"), which is directly generated from the use of HOME funds and matching contributions.
- L. "Recaptured Funds" means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped more than the amount mandated by HOME regulations will constitute program income.
- M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Agreement is to state the covenants and conditions under which the COUNTY shall reimburse the CITY for eligible activities utilizing HOME funds for FY 2023-2024

SECTION III. SCOPE OF SERVICES: The CITY shall carry out or cause to be carried out the following approved activities:

1. CHDO activities,
2. Homebuyer activities,
3. Homeowner Rehabilitation,
4. Rental Development,
5. Tenant Based Rental Assistance, and
6. Administration as described in the Consolidated Action Plan, as may be amended, which is incorporated herein by this reference.
7. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the CITY. The CITY shall be responsible for all required HOME fund matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the CITY.
8. The CITY and COUNTY shall be responsible for administering a minimum 15% of each year's allotment, to be utilized by a Community Housing Development Organization ("CHDO"), as outlined under 24 CFR Subpart G, or the CITY may choose to participate in a CHDO project administered by the COUNTY. See Exhibit "G" for the determination of the annual CHDO allotment.

9. The CITY will encumber the funds, within two (2) years, no later than September 30, 2025 for FY2023-2024 funds. Unless otherwise authorized by the Consortium, funds which remain unencumbered will be subject to Section XIV.

SECTION IV. TERM OF AGREEMENT: This Agreement shall commence on October 1, 2023 and terminate on September 30, 2024, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes last.

SECTION V. USE OF FUNDS: The COUNTY shall reimburse the CITY an amount not to exceed **\$359,424.80**, which is divided into the following categories:

- Administration: **\$30,807.84** (3% of \$1,026,928),
- CHDO set-aside: **\$53,913.72** (5.25% of \$1,026,928), and
- Project(s): **\$274,703.24**

The CHDO set-aside funds may be used jointly wherein the project would be managed by the lead agency. See Exhibit G. The parties recognize and agree that the funds must be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit “B”. The schedule for completing these activities must be in accordance with the timeline as outlined in Exhibit “C”. Under HOME Program rules, HOME CHDO grant funds have up to **24 months** to be committed. The expenditure deadline occurs **5 years** following HUD’s execution of the HOME agreement.

SECTION VI. PROGRAM INCOME AND RECAPTURED FUNDS: All Program Income and Recaptured Funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the CITY prior to submission of any reimbursement requests to COUNTY.

If the CITY is no longer a participant in the Osceola County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Osceola County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium, or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The CITY must comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Agreement, the CITY and COUNTY agree to comply with all applicable laws, rules, regulations and orders or their successors listed below which by reference are incorporated and made a part hereof. The CITY and COUNTY further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Agreement under HOME regulations.

SECTION IX. AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP): The CITY shall comply with the requirements of 24 CR 92.351. In the event the CITY does not have

a policy in place, the COUNTY'S AFHMP attached hereto as Exhibit "A" shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The CITY shall comply with the requirements of 24 CFR 92.356 relative to the Conflict-of-Interest provisions. The CITY, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to the Project, shall not obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The CITY, its officers, employees, agents, or consultants shall not occupy any HOME assisted unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the COUNTY.

- No employee, officer, agent of the CITY, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict-of-Interest, either real or apparent, would be involved.
- The CITY or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and
- Conflict of Interest violations will be subject to the terms of Section XIX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnership Program funds.
2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.
3. National Flood Insurance Act of 1968.
4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.
8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. Age Discrimination Act of 1973.
10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.
11. Contract Work – Hours and Safety Standards Act – where applicable.
12. Lead Based Paint Poisoning Prevention Act.
13. Section 504 of the Rehabilitation Act of 1973, as amended.
14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.
16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.
17. Copeland Anti-Kickback Act.
18. OMB Circular A-87–which identifies allowable administrative costs and administrative requirements.
19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.
20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.
21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.
23. 24 CFR Part 85 – the “common rule” containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.
24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.
25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The CITY shall not request disbursement of HOME funds under this Agreement until the funds are needed for the payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as (“recapture monies”) as defined in 24 CFR 92.503, as amended from time to time, derived from any projects set forth in this Agreement shall be accounted for by the CITY. Program Income received by the CITY from HOME eligible activities shall be deducted from HOME draw request (Exhibit “E” and “F”) submitted by the CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY on the HOME draw request (Exhibit “E” and “F”). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2028.

SECTION XIII. REIMBURSEMENT: This Agreement and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V hereof, Osceola County shall reimburse the CITY for the services described in SECTION III, pending the CITY’s commitment of HOME funds, as outlined in 24 CFR 92.500(d), or as amended by HUD. All such work shall be performed by the CITY in accordance with applicable requirements of the U.S. Department of Housing and Urban Development and with all requirements of this Agreement, and reimbursement will be contingent thereupon.

- A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the COUNTY.
- B. The CITY shall be reimbursed by the COUNTY for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V of this Agreement.
- C. The CITY shall submit to the COUNTY during the performance hereof the following:
 1. A cumulative expenditure statement of all costs of the project(s), minus all program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;

2. This information shall be submitted in a format which meets the COUNTY's requirements for documentation used during audits and monitoring visits. Forms provided by the COUNTY shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the Payment Request Forms attached as Exhibit "E" and Exhibit "F".
- D. Upon receipt of the above enumerated acceptable documentation, the COUNTY will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material invoiced have been received or completed, the HOME Administrator shall authorize the Osceola County Comptroller's Office to make payment to the CITY in the amount it determines to be payable.
 - E. In the event a question or dispute arises regarding a request for reimbursement, the COUNTY shall withhold payment to the CITY for only that part of an invoice in dispute.
 - F. Pursuant to Section 218.74 Florida Statutes, the Osceola County Comptroller's Office shall issue payments within 45 days after receipt of an acceptable invoice and receipt, and approval by the Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of the agreement.
 - G. If a payment request is disputed, the CITY shall provide adequate documentation within ten (10) working days from receipt of a request letter, which details the disputed charges, from the COUNTY.
 - H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2024. Payment requests submitted later than October 10, 2024 shall be credited to the following fiscal year.

The CITY shall take financial responsibility for any and all funds, expended by the CITY on ineligible HOME activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The COUNTY shall take financial responsibility for any and all funds expended by the COUNTY on ineligible HOME activities

SECTION XIV. REVERSION OF ASSETS: The CITY understands that HOME funds will be reduced or recaptured by the federal government if not encumbered and expended as outlined under (Subpart K) 24 CFR 92.500(d). The HOME Consortium will meet to discuss the redistribution of HOME Grant funds to other members of the HOME Consortium for eligible projects if the reduction or recapture of HOME funds by the federal government is a potentiality.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt, and satisfactory evaluation by the Lead Agency, of the following reports:

- A. Project Set-Up Report Form: The CITY shall initiate each proposed HOME activity by completing the HUD Project Set-Up Form. The Project Set-Up Report will be retained by the CITY and a copy submitted to the COUNTY with the reimbursement request.

- B. Reimbursement/Expenditure Report: The CITY shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII of this Agreement.
- C. Quarterly Progress Report: The CITY shall complete and submit to the COUNTY, Exhibit “D” by the 10th day of January, April, July and October 2024.
- D. Project Completion Report: At the time a project has been completed, the CITY shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the CITY and a copy submitted to the COUNTY with their reimbursement request.

XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Agency, the Consortium, HUD or Comptroller General of the United States, or other federal agency, may deem necessary. Osceola County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the CITY’s records of whatever nature required by this Agreement any time during normal business hours. The CITY shall retain all of its records and supporting documentation applicable to this Agreement for five (5) years after either the resolution of the final audit or HUD approval of the Close-out Report, whichever is later.

SECTION XVII. SUBCONTRACTS: All contracts entered into by the CITY to carry out approved HOME activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Agreement. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

SECTION XVIII. NON-ASSIGNABILITY: The CITY may not assign this Agreement without prior written consent of the COUNTY.

SECTION XIX. ENFORCEMENT (SUSPENSION/TERMINATION): In accordance with 24 CFR 85.43, suspension or termination may occur if the CITY materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

- The CITY hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:
 1. Improper use of HOME funds.
 2. Failure to comply with the work program or terms of this Agreement; specifically the Approved Activities indicated in the Consolidated Action Plan;
 3. Failure to submit reports as required, including a favorable audit report; and
 4. Intentional submittal of incorrect or incomplete reports in any material respect.

- If payments are withheld, the Lead Agency shall specify, in writing the actions that must be taken by the CITY as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XX. INDEMNIFICATION: The CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, Osceola County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement, except that the CITY shall not incur any liability for the negligence of the other parties named in this Section. Neither the COUNTY nor the CITY shall incur any liability for the negligence of the other.

SECTION XXI. INSURANCE: The CITY shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Agreement, as to the particular actions undertaken.

SECTION XXII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, must recognize the funding provided by HUD HOME grant funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIII. AMENDMENTS: This Agreement may be amended through completion of the Amendment to Disbursement Agreement.

The CITY shall be required to handle any amendment/adjustment according to CITY policies but will acknowledge and accept execution of this document by the Board of County Commissioners or as delegated to an authorized COUNTY staff person.

SECTION XXIV. NOTICES: Formal notices under the terms of this agreement shall be sent, by U.S. mail, as follows:

Osceola County:
Celestia McCloud, Housing and Community Services Director
Housing and Community Services Department
1392 E. Vine St.
Kissimmee, FL 34744

City of Kissimmee
Craig M. Holland, Development Services Director
Development Services Department
101 Church Street
Kissimmee, FL 34741-5054

IN WITNESS WHEREOF, the CITY and the COUNTY do hereby authorize and have executed this agreement as of the dates written.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

Don Fisher, County Manager

For City of Kissimmee:

Mayor

City Clerk

STATE OF FLORIDA
COUNTY OF OSCEOLA

ON THIS DAY personally appeared before me a Notary Public of the State of Florida, _____, to me well and personally known and known by me to be the person who executed the foregoing instrument as the Mayor of Kissimmee, Florida, for and on behalf of said CITY as and for its act and deed, for the uses and purposes therein expressed.

I WITNESS my signature and official seal this _____ day of _____, A.D., 202 -.

Notary Seal

Notary Public, State of Florida at Large

My commission expires: _____

EXHIBIT “A”

OSCEOLA HOME CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING PLAN POLICY AND PROCEDURES

I. INTRODUCTION

This Affirmative Fair Housing Marketing Plan (“Marketing Plan”) is developed for use with the HOME Investment Partnership (“HOME”) Program and HOME-funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development (“HUD”) regulations. The HOME Program has established procedures to affirmatively market all projects resulting in five (5) or more HOME-assisted housing units. The Plan is based on the commitment of the Osceola HOME Consortium (“the Consortium”), Consortium members, and the owners of HOME assisted development projects to affirmatively further Fair Housing (“owners”). It states the Consortium’s policy to affirmatively market the distribution of its annual HOME allocation and housing units acquired, constructed or rehabilitated under the HOME Program and describes the procedures to follow.

The Consortium has the responsibility to inform the public about the Federal Fair Housing laws, to solicit eligible persons without regard to race, color, religion, sex, national origin, familial status, or disability into the affordable housing market and to evaluate the effectiveness of these marketing efforts. If the written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the affirmative marketing procedures and requirements must apply in the context of the limited/preferred tenant eligibility for the project.

Citizens, public agencies, and other interested parties may review information and records relating to the Affirmative Fair Housing Marketing Plan. The Marketing Plan is posted on the Osceola County Human Services Department website and on the City of Kissimmee Development Services Department website.

II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will use the following methods to inform the public, potential tenants, potential homeowners, potential and existing for-profit developers, and potential and existing non-profit developers, and local units of government about Federal Fair Housing laws and Affirmative Fair Housing Marketing Plan and Procedures.

A. The Osceola HOME Consortium members shall be responsible for implementing the Marketing Plan and evaluating its effectiveness as required by the HOME Program.

B. The Consortium shall inform the community about its Affirmative Marketing Plan through periodic updates at public forums, Fair Housing meetings as well as training workshops with its HOME and CHDO grantees or other similar forums.

C. At the time of HOME funding for rental housing development, the Consortium will provide the Owner of the HOME assisted project with copies of fair housing brochures. The Grantee shall provide initial tenants and rental property owners with copies of these brochures.

D. The Consortium will continue to provide general information and telephone reference numbers to persons contacting the Osceola County Human Services Department and/ or the City of Kissimmee Housing and Community Development Division with questions regarding Affirmative Marketing and Federal Fair Housing laws.

III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will, at least annually, adhere to the following, or similar, Marketing Plan policies regarding announcement of availability of HOME funds:

A. Post a notice of HOME funding availability on the City's and County's websites.

B. Advertise in the Orlando Sentinel and/or Osceola News Gazette and other neighborhood/local newspapers (if available).

C. Establish and maintain a database of potentially qualified for-profit and non-profit developers and direct mail invitations to apply for funding.

IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

In order to verify that the Consortium is following Marketing Plan requirements the following record keeping procedures will be required:

A. The Consortium will maintain records of how HOME funding availability was advertised (copies of advertisements, e-mails, etc.).

B. Copies will be maintained of all training materials and meeting agendas where the Consortium's Affirmative Marketing Policy was discussed.

V. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS FOR OWNERS OF HOME ASSISTED DEVELOPMENT PROJECTS

Each Owner of a HOME assisted development project must adhere to the following Affirmative Fair Housing Marketing Plan policies when HOME assisted housing units become available for rent or purchase:

A. Incorporate an Equal Housing Opportunity statement or logo in any correspondence associated with rental or home ownership opportunities developed with the use of Consortium HOME funds.

B. All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation. All ads must contain an Equal Housing Opportunity statement or logo in conformance with HUD's Fair Housing Advertising policies and guidelines.

C. Media sources should include advertisement to a particular audience (e.g., newspaper or radio stations that serve protected classes).

D. All advertisements, brochures, and other written materials should be published in at least English and Spanish, in order to reach non-English speaking audiences and displayed.

E. Contact should be made with organizations whose membership or clientele consists primarily of protected class members.

F. The project owner must display the Equal Opportunity logo and Fair Housing poster (HUD 928.1) in an area accessible to the public (e.g., rental office).

G. The Affirmative Fair Housing Marketing Plan must be made available for public inspection in the on-site project office and/or management office from which these units are administered.

H. The telephone number(s) of the telecommunication devices for the deaf (TDDs or TTY) must appear on all correspondence and outreach materials.

VI. AFFIRMATIVE MARKETING RECORD KEEPING REQUIREMENTS FOR OWNERS OF HOME ASSISTED PROJECTS

In order to verify that Owners of HOME assisted projects are following the Marketing Plan, the Consortium requires the following record keeping procedures will be required:

- A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).
- B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.
- C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.
- D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").
- E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

This information will be gathered when an application is taken for either a tenant or a home buyer and information will be maintained during the entire affordability period.

VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

The following actions will be taken by the Consortium to evaluate the success of its affirmative fair housing marketing efforts and that of its Owners:

- A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of "good faith efforts" taken by the Consortium in the CAPER.
- B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.

- C. To determine results, the Consortium may examine whether specific groups in the Consortium's service area applied for or became tenants or owners of HOME funded units that were affirmatively marketed. If the Consortium finds that specific groups are represented, particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.
- D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.
- E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

EXHIBIT “B”

BUDGET

ELIGIBLE PROGRAM ACTIVITY	FUNDED AMOUNT
Homebuyer	\$
Homeowner Rehab	\$
Rental Development (new construction or rehab)	\$
TBRA	\$
Sub Total for Project(s)	\$
CHDO Set-Aside	\$
HOME Program Administration	\$
Total Home Funded Projects	\$

EXHIBIT "C"

EXPENDITURE SCHEDULE/TIMETABLE

ACTIVITY	Beginning Balance	1 ST Quarter Goal	2 ND Quarter Goal	3 RD Quarter Goal	4 th Quarter Goal	Remaining Balance
HOME Admin						
Homebuyer						
Homeowner Rehab						
CHDO Set- Aside						
Rental Development						
TBRA						

EXHIBIT “D”

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____

Date Submitted: _____

A. Project Information

Agency: City of Kissimmee

Person Preparing the Report: _____

B. Project Cost

Activity	Budget	Expenditure Goal	Actual Expenditure	% Expended	% Project Completion

C. Program Income

Program Income/Recapture:

Source of Program Income/Recapture:

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary) _____

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT “E”

HOME Program Reimbursement Request

City of Kissimmee

Date _____

Request # _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Year	Activity Number	Activity Description	Total Amount Expended	Program Income	Reimbursement Due from the COUNTY
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Please provide a copy of the signed contract for each new subrecipient agreement.

Signature/Date

[illegible]

EXHIBIT “G”

DECLARATION TO PARTICIPATE IN A JOINT CHDO PROJECT WITH LEAD AGENCY

The City of Kissimmee, a member of the Osceola HOME Consortium, hereby agrees to participate in a joint CHDO project wherein the lead agency will be responsible for managing the project.

Such funds, calculated at 15% of the City’s annual allotment, when participating in a joint project, become the responsibility of the Lead Agency to apply to an eligible CHDO project as outlined under 24 CFR Subpart G.

City of Kissimmee CHDO Allotment: **\$53,913.72**

By signing below, the City of Kissimmee accepts and agrees to participate in a joint CHDO project, which will be managed by the lead agency, for the use of the CHDO allotment listed herein.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: _____

County Manager/Designee

CITY OF KISSIMMEE

By: _____

Mayor

ITEM 7.B

Mechanical, Electrical, and Plumbing Continuing Services

Request

Approval to award continuing services contracts (contract #20240185) for Citywide Mechanical, Electrical, and Plumbing services to the top two (2) contractors that provided a responsive bid to the request for qualifications.

Explanation

The Public Works and Engineering Department's Facilities Management Division advertised via Orlando Sentinel, Demand Star, and Vendor Link, a request for a statement of qualifications bid (RFP 2023-005) for continuing service contracts for Mechanical, Electrical & Plumbing services for City facilities.

In response to this request, statements of qualifications was received from six (6) trade contractors. After evaluation of the responsive proposals, the evaluation committee determined that the following two (2) contractors best met the requirements of the proposal.

Therefore, staff recommends entering into continuing service contracts with the following contractors:

- (1) Air Mechanical & Service Corp. (AMSCO)
- (2) K.M. Electric Service, LLC

Recommendation

Approval to award continuing services contracts for Mechanical, Electrical, and Plumbing services to Air Mechanical & Service Corp., and K.M. Electric Service, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

- 1. (S) Air Mechanical & Service Corp Agreement
- 2. (S) K.M. Electric Service, LLC Agreement

**AGREEMENT BETWEEN CITY OF KISSIMMEE
and AIR MECHANICAL & SERVICE CORP (AMSCO)**

THIS AGREEMENT is made and entered this _____ day of _____, 2023 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **AIR MECHANICAL & SERVICE CORP (AMSCO)**, a Florida Limited Liability Company, whose address is 325 ANCHOR RD, CASSELBERRY, FL 32707 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

WHEREAS, CITY desires to retain services of competent and qualified Contractors to provide professional services to support CITY with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service; and

WHEREAS, CITY advertised RFQ 2023-005 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process, CITY determined that **AIR MECHANICAL & SERVICE CORP (AMSCO)** is qualified to provide the services sought and desires to award this Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFQ.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** The term of this Agreement shall be for one (1) year with two (2) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of the Agreement. CITY will determine whether to exercise the option based on its own convenience and best interest.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and CONTRACTOR's responsive qualifications attached hereto and incorporated herein as Exhibit "A". CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR's Scope of Services are further enumerated and described in Attachment "A".
4. **REPRESENTATIONS.** CONTRACTOR hereby represents to CITY that:
 - a. It has the experience and skill to perform the services required by this Agreement.

- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY.
 - c. It will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
 - d. It will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of the CITY.
 - e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.
6. **FEES.** CITY shall pay CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B", the total contract amount shall not exceed the sum of _____ DOLLARS (\$ XX,000.00) annually. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.
7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

8. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
 - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's designated representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by the CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
 - 2. In the event of termination for cause, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.
- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances

are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

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

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall, however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by CITY or any other person. Nothing in this Agreement shall be construed as a waiver of CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

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

11. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

12. **NONASSIGNMENT.** CONTRACTOR shall not, without prior consent of CITY, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
13. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.

CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.

14. **PUBLIC RECORDS.** CONTRACTOR 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, 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 CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide 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. 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 CITY.

- c. Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to 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 CITY, upon request from 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 CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - e. If CONTRACTOR 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 CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.
 - d. 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. CONTRACTOR acknowledges that upon termination of this Agreement by the

City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

- e. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or future rights to enforce compliance.
19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to CONTRACTOR:
AIR MECHANICAL & SERVICE CORP
325 ANCHOR RD
CASSELBERRY, FL 32707

As to CITY:
CITY of Kissimmee
CITY Attorney's Office
101 Church Street
Kissimmee, FL 34741

20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments referred to herein, shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
22. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

23. **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.
24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and Attachments, the provision of this Agreement will govern and control.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Date: _____

ATTEST:

CITY Clerk

Approved as to form and legal sufficiency:

CITY Attorney

AIR MECHANICAL & SERVICE CORP

By: Lance Gorney _____

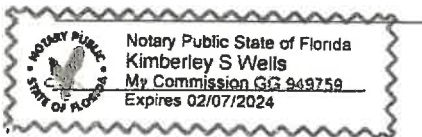
Title: Vice President

Date: 11/30/23

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30th day of
November, 2023, by means of ☒ physical presence or ☐ online notarization,
by Lance Gorney as Vice President for Air Mechanical & Service Corp.
, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Kimberley S. Wells

Print Name: Kimberley S. Wells

My Commission Expires: 02/07/24

EXHIBIT “A”

ATTACHMENT "A"
SCOPE OF SERVICES

1. CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.
2. CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.
3. CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.
4. CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.

**ATTACHMENT “B”
FEE SCHEDULE**



RFQ2023-005 Mechanical, Electrical and Plumbing Trade (MEP) Services

Due: September 5, 2023 @ 2:00 pm

**To: City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Finance Department, 4th floor.
Attn: Purchasing Division**

**Submitted By: Air Mechanical & Service Corp (AMSCO)
325 Anchor Rd.
Casselberry, FL 32707
407-699-0454
407-699-0690
www.Amsco-ac.com**

Services Provided by Contractor Under This BID

☒ Mechanical

☐ Electrical

☐ Plumbing

Instructions to bidders: Check all trades you are bidding for.

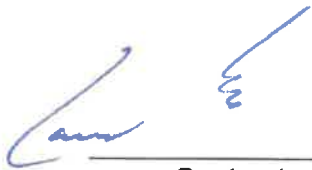
PRICE SHEET

Service Work Hourly Rate Mechanical

Group	Description	Approximate Annual Usage	Unit	Unit Price	(Unit Price X Annual Usage) Total Cost
1	Master	520	Hrs.	\$ 90.00	\$ 46,800.00
2	Journeyman	260	Hrs.	\$ 73.00	\$ 18,980.00
3	Apprentice	50	Hrs.	\$ 40.00	\$ 2,000.00
Totals (1 + 2 + 3)					\$ 67,780.00

Overtime Man Hour Rate (1.5 Standard Rate)		\$130.00
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Master Mark-Up from wholesale rates		10%
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Lance Gorney

Contractor Name

or

Not Applicable

PRICE SHEET

Service Work Hourly Rate Electrical

Group	Description	Approximate Annual Usage	Unit	Unit Price	(Unit Price X Annual Usage) Total Cost
1	Master Electrician	520	Hrs.		
2	Journeyman	260	Hrs.		
3	Apprentice	260	Hrs.		
Totals (1 + 2 + 3)					\$

Overtime Man Hour Rate (1.5 Standard Rate)			
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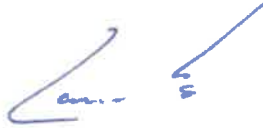
Master Mark-Up from wholesale rates			
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		10%
--	--	-----

Contractor Name

or

Not Applicable


Lance Gorney

PRICE SHEET

Service Work Hourly Rate Plumbing

Group	Description	Approximate Annual Usage	Unit	Unit Price	(Unit Price X Annual Usage) Total Cost
1	Master	260	Hrs.		
2	Journeyman	260	Hrs.		
3	Apprentice	50	Hrs.		
	Totals (1 + 2+ 3)				\$

Overtime Man Hour Rate (1.5 Standard Rate)			
--	--	--	--

Master Mark-Up from wholesale rates			
-------------------------------------	--	--	--

			10%
--	--	--	-----

Contractor Name

or

Not Applicable


Lance Gorney

SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

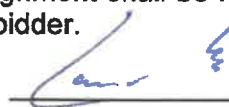
To: City of Kissimmee, a Municipal Corporation of the State of Florida

Date: September 1, 2023

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the City, Contractor offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

Air Mechanical & Service Corp

CONTRACTOR NAME


AUTHORIZED SIGNATURE (MANUAL)

325 Anchor rd.

MAILING ADDRESS

Lance Gorney

NAME (TYPED OR PRINTED)

Casselberry, FL 32707

CITY, STATE AND ZIP CODE

Vice President

TITLE (TYPED OR PRINTED)

407-699-0454

(AREA CODE) TELEPHONE NUMBER

N/A

TOLL FREE NUMBER

407-699-0690

(AREA CODE) FAX NUMBER

Lance@amsco-ac.com

E-MAIL ADDRESS

This bid may be used by any other Government Agency. ☐ YES ☐ NO ☒ N/A

DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby

certifies that Air Mechanical & Service Corp does:
(Name of Business)

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 programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.



Lance Gorney

Contractor's Signature

September 1, 2023

Date

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR
(SUBMITTAL PAGE)

State of Florida)

County of Seminole)

Lance Gorney, being first
duly sworn, deposes and says that:

1. He/she is Vice President of ,
the
Contractor that has submitted the attached bid;
2. He/she is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstance respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Contractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor,
firm or person to submit a collusive or sham bid in connection with such contract or has
in any manner, directly or indirectly, sought by agreement or collusion of communication
or conference with any other Contractor, firm or person to fix the price or prices in the
attached bid of any other Contractor, or to fix any overhead, profit or cost element of the
bid price or the bid price of any other Contractor, or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the City or any
person interested in the proposed Agreement; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the
Contractor or any of its agents, representatives, owners, employees or parties in interest,
including this affiant.

Signed:  Lance Gorney

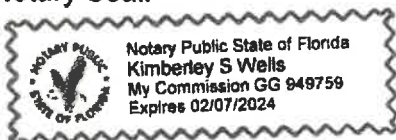
Title: Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 1ST day of SEPTEMBER, 2023, by
means of ☒ physical presence or ☐ online notarization, by (name of person) Lance Gorney as (type
of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who
is personally known to me or has produced identification.

Notary Seal:



Notary: 
Print Name: KIMBERLEY S. WELLS
My Commission Expires: 2/7/24

INSURANCE (SUBMITTAL PAGE)

By signing below the Contractor is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid RFQ2023-005.

The requirements are as follows:

- Contractor is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City of Kissimmee will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City of Kissimmee.

Air Mechanical & Service Corp

Company Name

Contractor

Lance Gorney

(signature)

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Contractors are required to submit, with their bid proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the Procurement Coordinator, Finance Department, at debbie.luke@kissimmee.gov

1.1 Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A City representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, City's representative may have the authority, but not the duty, to require Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation. Violation

of Serious, Willful or Criminal violation may have the following consequences:

- | | |
|-------------------|--|
| First violation: | Correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by City. |
| Second violation: | May result in work stoppage until the violation is corrected. The work stoppage shall not entitle Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect. |

Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the City.

Note: The City Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, City shall furnish Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist Contractor in the planning of a safe work site.

1.4 Contractor shall be aware that while working for City, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the City Safety Officer, enter at the pleasure of the City.

1.5 Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City. All communications to the superintendent shall be as binding as if given to Contractor.

SAFETY REQUIREMENTS/REGULATIONS FORM

Contractor must sign and have notarized:

The undersigned Contractor hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 1st day of September, 2023

Name of Firm Air Mechanical & Service Corp

By Lance Gorney

Vice President

Title of Person Signing

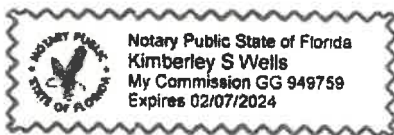
(SEAL)

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 1ST day of SEPTEMBER, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Lance Gorney as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Kimberley S. Wells

Print Name: Kimberley S Wells

My Commission Expires: 2/7/24

**AFFIDAVIT
CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFQ2023-005 PROJECT NAME: Mechanical, Electrical and Plumbing Trades (MEP)

THE CITY OF KISSIMMEE WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY OF KISSIMMEE.**

CONTRACTOR ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Air Mechanical & Service Corp

[Signature]
Signature

Vice President
Title

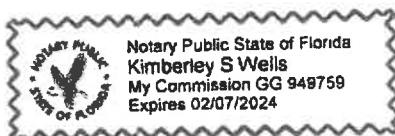
9/1/2023
Date

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 1ST day of SEPTEMBER, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Lance Gorney as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Kimberley S. Wells

Print Name: Kimberley S. Wells

My Commission Expires: 2/7/24

Attachment A
Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the Contractor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of
Osceola

Before me on this 1st **day of** September 20 23, **personally appeared**

(print name) Lance Gorney **being an authorized representative of**
lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) Air Mechanical & Service Corp **MEETS ALL CRITERIA AS**
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR
PREFERENCE.

Qualification documentation attached.


Signature of Affiant

Lance Gorney
Typed/Printed Name of Affiant

325 Anchor Rd.

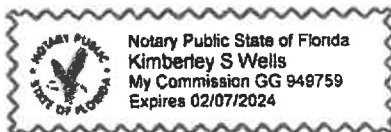
Casselberry, FL 32707

Address of Affiant

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 1ST day of SEPTEMBER, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Lance Gorney as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:

Print Name:

My Commission Expires:

Kimberley S. Wells
Kimberley S. Wells
2/7/24

CITY OF
KISSIMMEE
1 8 8 3

August 4, 2023

Addendum No. 1

Project: Mechanical, Electrical and Plumbing Services
Bid No: RFQ 2023-005

TO ALL PROPOSERS:

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

Question: I see that the bidder needs to have a general contractor's license. We are an electrical contractor - I was wondering if we are only bidding the electrical trade portion, are we able to submit our EC license instead of a GC??

Answer: General contractors license are not required. EC license is acceptable.

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

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

Eric Parker
(Signature)

COMPANY NAME

COMPANY ADDRESS

BY: *Eric Parker*

(signature)

DATE: 7-1-2023

Eric Parker Service Manager
(typed name/title of signer)

EMAIL: *eparker@amsco-qc.com*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BYERS, LINDSAY W

AIR MECHANICAL & SERVICE CORP
4311 WIDA ST
TAMPA FL 33614-7665

LICENSE NUMBER: CMC1250221

EXPIRATION DATE: AUGUST 31, 2024

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**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

BYERS, JOHN L.

AIR MECHANICAL & SERVICE CORP.
4311 WIDA ST
TAMPA FL 33614

LICENSE NUMBER: CGC1522709

EXPIRATION DATE: AUGUST 31, 2024

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.

State of Florida

Department of State

I certify from the records of this office that AIR MECHANICAL & SERVICE CORP. is a corporation organized under the laws of the State of Florida, filed on January 27, 1982.

The document number of this corporation is F64810.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 17, 2023, 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 Seventeenth day of January,
2023*




Secretary of State

Tracking Number: 1038228816CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



AIR MECHANICAL & SERVICE CORP.

325 Anchor Road
Casselberry, Florida 32707
P. 407-699-0454 • F. 407-699-0690

Personnel

Warren Byers – President

48+ years of Construction Experience

Founded Air Mechanical & Service Corp. in 1982 as a full-service HVAC Mechanical Contractor and Service company. Since its inception it has grown to become a multifaceted corporation to include HVAC Mechanical Contractor, General Contractor, and Construction Management with significant resources.

Neil Connelly – Vice President

38+ years of Construction Experience

Helped Warren Byers (President) when Air Mechanical & Service Corp. was founded and just getting started. Played a key role in getting AMSCO started helping building it into the company it is today. Now Neil over sees all branch locations.

Lance Gorney – Vice President/Branch Manager (Casselberry Office/Central Florida Region)

38+ years Constructing Experience

Has been with Air Mechanical & Service Corp. since 1999. Started his construction career working for the Sheet Metal Workers International in New York. Finished higher education in Mechanical Estimating at New York University. Started as a Superintendent for AMSCO. Then became the Chief Estimator and is now Vice President/Branch Manager.

Donald Grace – Senior Project Manager

24+ years Construction Experience

Project Manager for projects as Prime, works directly with the owner and engineering groups throughout the retrofit design phasing and engineering process. Manages multiple subcontractors of many different disciplines. Creates and Maintains project schedules for all subcontractors, creates schedule of values, budget tracking throughout the project, and manages all billing as prime contractor for all subcontractors.

Chris Wise – Project Manager

25+ years Construction Experience

Manages projects of self-performed and contracted projects. Responsible for submittals, purchasing, scheduling, manpower, billing, estimating, change orders, permitting, design issue solving, drawing coordination, sub-contracting, inspections, and closeout.

Leroy Mathis – Project Manager

22+ Years Construction Experience

Manages projects of self-performed and contracted projects. Responsible for submittals, purchasing, scheduling, manpower, billing, estimating, change orders, permitting, design issue solving, drawing coordination, sub-contracting, inspections, and closeout.



AIR MECHANICAL & SERVICE CORP.

325 Anchor Road
Casselberry, Florida 32707
P. 407-699-0454 • F. 407-699-0690

Eric Parker – Service Manager

24+ years HVAC/Service Experience

Manager over service operations for the Casselberry office. Estimates/negotiates new service contracts. Has two outside sales personnel under his direction and nine service technicians. Bids on all projects which do not have plans and specifications. Specializes in design builds.

Anthony Mariani– Continuing Service Contract Sales

15+ years HVAC/Service Experience

Responsible for providing pricing to all our customers with whom we have a continuing service contract with for services requested and coordinating the construction and completion of these projects

Paul Herrera – Continuing Service Contract Sales

15+ years HVAC/Service Experience

Responsible for providing pricing to all our customers with whom we have a continuing service contract with for services requested and coordinating the construction and completion of these projects.

Bobby J. Roberson – Construction Cost Estimator

16+ years Construction/Mechanical Experience

Responsible for bidding/cost estimating all construction projects which have plans and specifications. Is responsible for every phase of the bidding process from saving and modifying bid documents to coordinating with potential sub-contractors throughout the bidding process. Every phase of estimating and ordering blueprints.

Resume Submittal Form

Name of Individual: Robert Amodei

Position: Installer / Service Technician

Educational Background: Check Highest Degree Attained: ☒ Post Secondary Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☐ Other (describe) _____

Special Certifications: Describe any special training or certifications attained:

EPA Certification

Confined Spaces Safety Training

Multi Services - Mitsubishi Electric Cooling & Heating Training

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: April 2006 To: Present

Basic Description of Duties: HVAC Service technician performing routing preventative maintenance
and service repairs on heating, ventilating and air conditioning systems.
Installer of commercial air duct systems and condensing units.

Contact Person: Eric Parker

Contact Telephone: 407-699-0454

Email: eparker@amsco-ac.com



This certificate is proudly presented to

Robert Amodei

for successfully completing the

CITY MULTI Service Course

Mitsubishi Electric Cooling & Heating is authorized
by IACET to offer **2.40 CEUs** for this course.

Training completed on **1/11/2011**



Plan B Diversified Services, LLC
Presents this

Certificate of Attendance

Rob Amodei

has successfully completed:

Confined Space Awareness General Safety

02 November 2016

Carl P. York

President / Senior Managing Partner
Plan B Diversified Services, LLC

Resume Submittal Form

Name of Individual: Lester Rohena

Position: Installer / Service Technician

Educational Background: Check Highest Degree Attained: ☒ Post Secondary Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☐ Other (describe) _____

Special Certifications: Describe any special training or certifications attained:
EPA Certification

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: June 2019 To: Present

Basic Description of Duties: HVAC Service technician performing routing preventative maintenance
and service repairs on heating, ventilating and air conditioning systems.
Installer of commercial air duct systems and condensing units.

Contact Person: Eric Parker

Contact Telephone: 407-699-0454

Email: eparker@amsco-ac.com

Certificate of Completion

This is to certify that

Lester Rohena

has successfully passed a

Technician TYPE UNIVERSAL

Certified by
VGI Training
EPA Approved
September 30, 1993

*exam on how to responsibly handle refrigerants as required by
the National Recycling and Emission Reduction Program.*

2378631
Certificate Number

6/15/2019
Date


President VGI Training Div

Resume Submittal Form

Name of Individual Thomas Marrier

Position: Lead Installation Supervisor

Educational Background: Check Highest Degree Attained: ☒ Post Secondary- Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☐ Other (describe) _____

Special Certifications: **Describe any special training or certifications attained:**

EPA Certification

Qualified Rigger / Signalperson

OSHA - Construction Safety and Health

VRVIV (4) Heat Pump Install & Commissioning

Addison Service Certification

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: May 2014 To: Present

Basic Description of Duties: HVAC Lead Installer / Field Supervisor
HVAC / R Service technician performing preventative maintenance and
repairs on commercial air conditioning units, reach-in freezers and
coolers as well as ice machines. Installer of commercial air duct
systems and condensing units, to include supervision of crew and scheduling
final inspections.

Contact Person: Eric Parker

Contact Telephone: 407-699-0454

Email: eparker@amsco-ac.com

Programme for the
Development of the
W. 1984-1985
THOMAS MARRIER
has been certified
UNIVERSAL
W. 1984-1985



20-602000326

The first step is to ensure that the respondent has been properly informed.

30-hour Construction Safety and Health

Signature

Thomas Marrier

Bhushan Sukhram
Trainer Name

11/2/2017

Date of Exam

UNIVERSITY

GO WEST FOR LIFE

Certificate of Completion

Awarded to

Tom Marrier

For successfully completing

VRVIV (4) Heat Pump Install & Commissioning
8 Hour Overview

10/21/2015

Date

10/21/2017

Expiration Date

Electronically Signed By:

Jeff Endrulat

Trainer

Professional Development Hours



TRAINING
PROVIDER



This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Thomas Marrier

Matthew Gore

4/10/2015

(Trainer name – print or type)

(Course and date)

OSHA recommends Outreach Training Courses as an introduction to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Program go to "Training" at www.osha.gov

NIOSH 32009

Certificate of Training

Tom Marrier

has successfully completed the course

Addison Service Certification

ADDISON

Presented by

04/10/2019

Date

Rich Locario

National Service Manager

Resume Submittal Form

Name of Individual: Dino Gosto

Position: Installer / Service Technician

Educational Background: Check Highest Degree Attained: ☐ Post Secondary / Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☒ Other (describe) _____

Special Certifications: **Describe any special training or certifications attained:**

EPA Certification

Confined Spaces Training

HVAC Excellence in Heat Pumps

Qualified Rigger / Signallerperson

OSHA - Construction and Safety Health

Aerial Work Platform Operator Training

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: August 2016 To: Present

Basic Description of Duties: HVAC / R Service technician performing preventative maintenance and repairs on light commercial air conditioning units
Installer of commercial air duct systems and condensing units.

Contact Person: Eric Parker

Contact Telephone: 407-699-0454

Email: eparker@amsco-ac.com



ORCA Institute

Environmental Policy Center

University of California, Berkeley

CERTIFICATE NO. 928949133316

XAVIER DINO GOSTO

has been certified as a
UNIVERSAL



EPA Certified

Registration as required by 40 CFR part 82 subpart F

F
P
E
H
D

Plan B Diversified Services, LLC
Presents this

Certificate of Attendance

Dino Gosto

has successfully completed:

Confined Space Awareness General Safety

02 November 2016

Carl P. York

President / Senior Managing Partner
Plan B Diversified Services, LLC



20-005583513

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Dino Gosto

Matthew Gore

2/16/2016

(Trainer name - print or type)

(Course and date)

HVAC **Benchmark**
of Excellence
Employment-Ready Certified

DINO GOSTO

Has Achieved Academic Excellence in
Heat Pump

Certificate # 928949133317


HVAC Ex Chairman

Resume Submittal Form

Name of Individual: Joseph Santos

Position: Service Technician

Educational Background: Check Highest Degree Attained: ☐ Post Secondary / Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☒ Other (describe) _____

Special Certifications: Describe any special training or certifications attained:
EPA Certification

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: July 2018 To: Present

Basic Description of Duties: HVAC / R Service technician performing preventative maintenance and
repairs on light commercial air conditioning units

Contact Person: Eric Parker

Contact Telephone: 407-699-0454

Email: eparker@amsco-ac.com

ASSOCIATE
Program EPA Approved
December 28, 1993



CERTIFICATE NO. 812272758420

JOSEPH SANTOS
has been certified as a
UNIVERSAL

required by 40CFR part 82 subpart F

Resume Submittal Form

Name of Individual: Ernesto Cardona

Position: Service Technician

Educational Background: Check Highest Degree Attained: ☒ Post Secondary Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☐ Other (describe) _____

Special Certifications: Describe any special training or certifications attained:
EPA Certification

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: May 2019 To: Present

Basic Description of Duties: HVAC Service technician performing routing preventative maintenance
and service repairs on heating, ventilating and air conditioning systems.
Installer of commercial air duct systems and condensing units.

Contact Person: Eric Parker
Contact Telephone: 407-699-0454
Email: eparker@amsco-ac.com

Certificate of Completion

This is to certify that

Ernesto R Cardona

has been certified as a

Technician TYPE UNIVERSAL

Certified by
A/C
EPA Approved
Technician

as required by 40 CFR 82 Subpart G

12144

7/8/2006



Resume Submittal Form

Name of Individual: Devonte' Gray

Position: Service Technician

Educational Background: Check Highest Degree Attained: ☐ Post Secondary Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☒ Other (describe) _____

Special Certifications: **Describe any special training or certifications attained:**
EPA Certification

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: April 2019 To: Present

Basic Description of Duties: HVAC / R Service technician performing preventative maintenance and repairs on light commercial air conditioning units

Contact Person: Eric Parker
Contact Telephone: 407-699-0454
Email: eparker@amsco-ac.com

925537774210

Devonte Gray

UNIVERSAL

Resume Submittal Form

Name of Individual: Lendell Zollicoffer

Position: Service Technician

Educational Background:

Check Highest Degree Attained:

☒ Post Secondary Vocational

☐ Associates

☐ Bachelors

☐ Masters

☐ Ph.D.

☐ Ed.D.

☐ Other (describe) _____

Special Certifications:

Describe any special training or certifications attained:

Technical training in refrigeration, heating and air conditioning

RSES Certified and certification in heating

EPA Certified

Ice machine certified

Mitsubishi Electrical certified

Liebert Controls

OSHA - Construction Safety & Health

////////////////////////////////////
Name of Employer: Air Mechanical & Service Corporation

Dates of Employment: From: 2002 To: Present

Basic Description of Duties: HVAC/R Service Technician performing preventative maintenance and repairs on commercial air conditioning units, chillers, reach-in freezers and coolers as well as ice machines. Installer of commercial air duct systems and condensing units.

Contact Person: Eric Parker

Contact Telephone: 407-699-0454

Email: eparker@amsco-ac.com

Universal Technical Institute

✦ Omaha, Nebraska ✦

Be it known that

UNLUCL

has satisfactorily completed the course of training in
Refrigeration and Air Conditioning
and is hereby awarded this

✦ **DIPLOMA** ✦

in recognition thereof, and in witness whereof we affix our
signatures and the seal of Universal Technical Institute.
this 20 day of 0000 A.D. 1900



Robert Halton

SUPERVISOR

Michael J. Hall

DIRECTOR

Universal Technical Institute

902 Capitol Avenue
Omaha, Nebraska

CLEAN AIR ACT SECTION 608
TECHNICIAN CERTIFICATION PROGRAM
EPA approved September 30, 1993

LENDELL ZOLLICOFFER

Name

506-68-3932

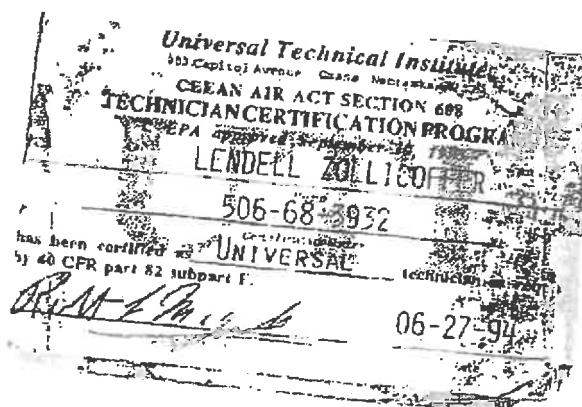
Certification Number

has been certified as UNIVERSAL technician as required
by 40 CFR part 82 subpart F.

Rett J. Mack
Certifying Official

JUNE 27, 1994

Date





Emerson Network Power
Liebert Corporation

This acknowledges that

Lendell Zollicoffer

has successfully completed Emerson/Liebert's

Cooling Products I - PCT106

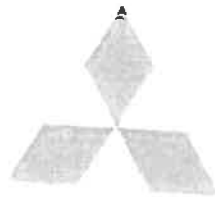
Advanced and Graphics Controls

course and is hereby awarded this certificate of achievement

Stephen C. Abram
Training Instructor

October 13 - 16, 2009
Date

2.8
CEUs



Mitsubishi Electric & Electronics USA, Inc.
HVAC Advanced Products Division

presents this certificate to

Lendell Zollicoffer

of

Air Mechanical & Service Corporation

and successfully completing the **Mr. Slim M & P Series On-site Service SEMINAR**
listed below

Training conducted **4/6/2006** to **4/6/2006**

Ken Brown
Training Manager
HVAC Division

Tony Hayes
National Service Manager
HVAC Division

Certificate of Recognition

Lendell Zollioffer

is hereby officially recognized and
congratulated for participating
in our August 21, 2002

Applied Thermodynamics Troubleshooting (Heat Pump)
Provider #0001104 ~ Course # 0003574 - 6 Course Hours



TOP
TECHNICIAN

RELAX. IT'S RHEEM.™

Frank C. Thomas
Instructor

Certificate of Completion

BE IT KNOWN, the undersigned has successfully completed a

Manitowoc
ICE MACHINES & REACH-INS

Field Service Seminar

THEREBY, demonstrating a commitment to personal development,
having learned powerful skills which can be used to achieve higher levels
of personal and professional excellence.

Lendell Zelikoff
Signature of Seminar Participant

Robert E. Wojcuch
Robert Wojcuch
Regional Service Manager

Greg S. McDougal
Greg S. McDougal
Field Service Manager

02/17/2000
Date

Ken H. Mitting
Ken H. Mitting
Service Manager

~ Certificate of ~ Recognition

Lendell Zollicoffer
is hereby recognized and
congratulated for participating
in our December 14, 1999
Heat Pump Service Course

Sponsor # 04IP0434 ~ Course #: 04P0434-2 3.5 hours of CEU



Mike Hume
Wm. Michael Hume
National Service Manager

RELAX. IT'S RHEEM.™

Steve Hawkins
Steve Hawkins
Manager Technical
Training Services



The One The World Relies On.™

Certificate of Completion

Dendell Zollicoffer

has successfully completed a
Scotsman Field Service Training Seminar
held on

November 4, 1999

Service School for Florida Distributing Source

Michael H. Lee
Scotsman Factory Representative

Kelli E. Smith
Scotsman Distributor Representative

Sponsor # 04P0374

Course # 04P0374-4

Air Systems Distributors

AWARDS THIS CERTIFICATE
OF MERIT TO

Lendell Zollicoffer

FOR THE SUCCESSFUL COMPLETION
OF

Light Commercial Package Unit Application & Service

7 Hours

Glenn Stecker & Sandy Lieding
INSTRUCTOR

10-28-99
DATE

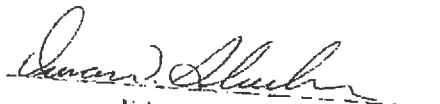
John C. Pittaluga
PRESIDENT

Certificate of Training

This certifies that

LENDELL ZOLLICOFFER

has attended a Hoshizaki America
Basic Service Seminar


February 18, 1998



Resume Submittal Form

Name of Individual: Andy Sanabria

Educational Background:

Check Highest Degree Attained:

☐ Post Secondary / Vocational

☒ Associates

☐ Bachelors

☐ Masters

☐ Ph.D.

☐ Ed.D.

☐ Other (describe) _____

Special Certifications:

Describe any special training or certifications attained:

410A Refrigerant Handling, Use, and Recover Training

Preventative Maintenance Technician Training

Manitowoc Ice Machine Technician Training

AAON Technician Training

Name of Employer:

Air Mechanical & Service Corporation

Dates of Employment:

From: Jun 2022

To: Present

Basic Description of Duties:

Service Technician

systems

pressures, super heat, and sub cooling. Verifying systems operations on the mechanical parts.

Perform repairs in the required time frame and uphold safety requirements

Contact Person:

Eric Parker

Contact Telephone:

407-699-0454

Email:

eparker@amsco.com

Certificate of Completion

This is to certify that

Andy Sanabria

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart 9.

Huertas Junior College

Certified by
VGI Training
EPA Approved
September 30, 1993

2284749

Certificate Number

8/29/2009

Date


President VGI Training, Inc.

Educational Background: Check Highest Degree Attained: ☐ Post Secondary / Vocational
☐ Associates ☐ Bachelors ☐ Masters ☐ Ph.D. ☐ Ed.D.
☒ Other (describe)

EPA Certification

Basic Description of Duties: HVAC / R Service technician performing preventative maintenance and repairs on light commercial air conditioning units

Email: eparker@amsco-ac.com

Mainstream Engineering Corporation
Technician Certification

HVAC Technician Certification
EPA Clean Air Section 308

Program / Certification Date: January 26, 1994

ANTHONY J MARIANI

01101979062789460M

has been certified as a

Type: **Universal Technician**
as Required by 40CFR Part 82, Subpart F



Mainstream Engineering Corporation
HVAC/R R-410A Certification

HFC-410A Handling, Use and
Recovery Certification

ANTHONY J MARIANI

6BCCA11B3BF225EN0

has been certified for HFC-410A
systems and equipment





Reference # 1

Client Name: Orange County Public Schools

Address: 731 Story Road
Winter Garden, Florida

Contact: Susan Perry

Email: Susan.Perry@ocps.net

Phone: 407-317-3200 EXT: 20022421

Contract Start Date: 2018

End Date: Current

Project Description: Provide labor, materials, equipment, and supervision to perform general, specialized, and emergency repairs for HVAC services, on an as needed basis, districtwide.

Reference # 2

Client Name: Orange County Utilities

Address: 8100 Presidents Drive
Orlando, Florida

Contact: Jennifer Humphrey

Email: Jennifer.Humphrey@OCFL.net

Phone: 407-254-9655

Contract Start Date: 2017

End Date: Current

Project Description: As needed repairs, maintenance, and new installations for (9) OCU Sites throughout Orange County.

Reference # 3

Client Name: City of Casselberry

Address: 95 Triplet lake
Casselberry, Florida

Contact: Chuck Smith

Email: CSmith@casselberry.org

Phone: 407-317-3200 EXT: 1717

Contract Start Date: 2019

End Date: Current

Project Description: Provide labor and materials to perform various services, including but not limited to, quarterly filter changes, annual maintenance, preventive maintenance, and repairs at multiple sites throughout the city

Reference # 4

Client Name: Town of Oakland

Address: 220 N. Tubbs St.
Oakland, Florida

Contact: Mike Parker

Email: MParker@oaklandfl.gov

Phone: 407-836-7482

Contract Start Date: 2019

End Date: Current

Project Description: Provide labor and materials to perform various services throughout the city, including but not limited to, HVAC quarterly and annual maintenance, preventative maintenance, repairs, and new unit installations.

RFQ2023-005 Mechanical, Electrical and Plumbing Trade (MEP) Services



Reference # 5

Client Name: Orange County Eastern Regional Water Supply Facilities

Address: 9100 Curry Ford Road
Orlando, Florida

Contact: Steve Bennet

Email: Charles.bennet@OCFL.net

Phone: 407-254-9508

Contract Start Date: 2016

End Date: Current

Project Description: Provide quarterly and annual HVAC preventative maintenance, emergency repairs and replacements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2022

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

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

PRODUCER Lassiter-Ware Insurance of Tampa Bay 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607		CONTACT NAME: Eryn Zak PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C No.): (888) 883-8880 E-MAIL ADDRESS: Erynz@lassiterware.com																					
INSURED Air Mechanical & Service Corp. 325 Anchor Rd Casselberry FL 32707		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B:</td><td>National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER C:</td><td>Builders Mutual Insurance Company</td><td>10844</td></tr><tr><td>INSURER D:</td><td>Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Continental Insurance Company	35289	INSURER B:	National Fire Insurance Company of Hartford	20478	INSURER C:	Builders Mutual Insurance Company	10844	INSURER D:	Scottsdale Insurance Company	41297	INSURER E:			INSURER F:		
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INSURER C:	Builders Mutual Insurance Company	10844																					
INSURER D:	Scottsdale Insurance Company	41297																					
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		6079391995	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6079392015	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-BASIC \$ 10,000
	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		6079392032	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	WCP106813602	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CONTRACTORS POLLUTION CONTRACTORS PROFESSIONAL		VRS0005631	01/01/2023	01/01/2024	CLAIM LIMIT \$1,000,000 GENERAL AGGREGATE \$2,000,000

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

The attached page noting additional terms, conditions, and comments applies.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee - Finance Department 4th Floor Attn: Purchasing Division 101 Church Street Kissimmee FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Lassiter-Ware Insurance of Tampa Bay		NAMED INSURED Air Mechanical & Service Corp.	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Air Mechanical & Service Corp.
Certificate Notes for Policy Term 1/1/2023 to 1/1/2024

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

General Liability:

1. Blanket Additional Insured applies only when required by written contract including Ongoing Operations and Products & Completed Operations per Form #CNA75079 (10/16).

2. Blanket Waiver of Subrogation applies only when required by written contract per Form #CNA74705 (01/15).

3. Primary & Non-Contributory only when required by written contract per Form #CNA75079 (10/16).

4. General Aggregate Limit Applies Per Project per Form #CNA74705 (01/15).

Automobile Liability:

1. Blanket Additional Insured and primary non-contributory wording applies only when required by written contract per Form #CNA63356 (04/12).

2. Blanket Waiver of Subrogation applies only when required by written contract per Form #CNA63359 (04/12).

Workers' Compensation:

1. Blanket Waiver of Subrogation applies only when required by written contract per Form #WC000313.

2. Worker's Compensation is a statutory coverage mandated by State Law. As such, coverage is primary and non-contributory.

Umbrella:

1. General Liability, Automobile and Employers Liability are listed in the underlying schedule on the Umbrella policy.

2. Follow form to the underlying, Additional Insured by written contract, Primary & Non-Contributory wording, and Waiver of Subrogation.

General Information:

1. The General Liability policy contains no specific residential exclusions

2. The certificate notes shown above reference the following policies:

6079391995, 6079392015, WCP106813602 and 6079392032

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS..

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Air Mechanical & Service Corp.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)

4311 W. Ida Street

6 City, state, and ZIP code

Tampa, Florida 33614

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

5	9	-	2	1	5	8	9	0	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **4/5/2013**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F64810

Entity Name: AIR MECHANICAL & SERVICE CORP.

Current Principal Place of Business:4311 W. IDA ST.
TAMPA FL 33614**Current Mailing Address:**4311 W. IDA ST.
TAMPA FL 33614

FEI Number: 59-2158902

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:BYERS, LINDSAY W.
4311 W. IDA STREET
TAMPA FL 33614 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	V	Title	VP, SECRETARY, TREASURER
Name	GORNEY, LANCE	Name	GOLDSTEIN, LYNN M
Address	14126 PORTRUSH DRIVE	Address	6710 ROCKY PARK STREET
City-State-Zip:	ORLANDO FL 32828	City-State-Zip:	TAMPA FL 33625
Title	V	Title	PD
Name	CITEK, ANDREW H	Name	BYERS, LINDSAY W
Address	8572 109TH STREET NORTH	Address	7950 COQUINA WAY
City-State-Zip:	SEMINOLE FL 33772	City-State-Zip:	ST. PETE BEACH FL 33706
Title	VP	Title	V
Name	BYERS, JOHN L.	Name	CONNELLY, NEIL
Address	2535 TENNESSEE AVENUE	Address	15620 HAMPTON VILLAGE DRIVE
City-State-Zip:	TAMPA FL 33629	City-State-Zip:	TAMPA FL 33618
Title	VP	Title	VP
Name	CASTELLANO, MARK	Name	PAGELS II, THOMAS L.
Address	802 OAK POND DRIVE	Address	498 CEDAR LANE
City-State-Zip:	OSPREY FL 34229	City-State-Zip:	MONTICELLO FL 32344

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LYNN GOLDSTEIN

VICE PRESIDENT

01/17/2023

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title VP

Name BYERS, WARREN B

Address 14312 BARBAROSSA LANE

City-State-Zip: PORT CHARLOTTE FL 33981



325 Anchor Rd.
Casselberry, FL 32707
PH: 407-699-0454

Qualifications of Air Mechanical & Service Corporation

Air Mechanical and Service Corporation (AMSCO) was founded in 1982 as a Mechanical and Service company. Our offices are located in Tampa, Orlando, Englewood and Tallahassee making AMSCO one of the largest mechanical and service contractors in central Florida.

AMSCO provides monthly, bi-monthly, quarterly and annual full maintenance and preventative maintenance contracts. We currently perform maintenance services and repairs at many government entities and our references are included in this submittal.

We have several professional service technicians on our staff and will assign one of them to be the main point of contact for maintenance services. If repairs are requested, we may choose to send another one of our qualified technicians if the main contact is unavailable.

AMSCO provides our customers with on time service and repairs and has over 60 technicians with over 1,000 combined years of experience. All of our technicians are located in and around central Florida. All AMSCO technicians receive regular training to ensure they are well versed in the latest service, repair techniques and diagnostics. The training ensures that the AMSCO service technician is tentative and diligent in their maintenance procedures to ensure our customers satisfaction.

AMSCO provides customers not only with HVAC/R maintenance and repairs but we also provide complete construction management services from tenant build outs to a complete building renovation. Our construction / construction management teams are experienced in turnkey construction Divisions 1 through

17. We have performed numerous projects from conception to design through construction. Projects have included all divisions of construction and our construction teams are very capable of handling any size project.



AIR MECHANICAL & SERVICE CORP.

325 Anchor Rd.
Casselberry, FL 32707
PH: 407-699-0454

Projects are completed on time every time and our craftsmanship always exceeds our customer's expectations.

We currently have over 150 employees company-wide. Air Mechanical and Service Corporation is not a small business rated, nor minority owned and is not a women's business enterprise. Our FEID # is 59-2158902.

AMSCO uses all forms of communication between Employees and customers. For instance, Cell phones, text messages, e-mails, Zoom Calls, etc.

Thank you for the opportunity to allow us to present our credentials for your consideration in becoming one of your vendors.

Please feel free to contact me should you have any questions or require further information.

Sincerely,

Lance Gorney
Vice President
325 Anchor Road
Casselberry, FL 32707



Company Headquarter Information

Air Mechanical & Service Corporation
4311 West Ida St
Tampa FL, 33614
813-875-0782

Company Information

Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
(407) 699-0454 Office & Emergency Contact Number
(407) 699-0690 Fax
www.amsco-ac.com

Office Hours:

- Monday – Friday 8:00 am – 5:00 pm Standard Business Hours
5:01 pm – 7:59 am Non-Standard Business Hours

Dispatch Contacts:

Rhianna Ramsay, Service Coordinator
(407) 699-0454 Office
rbramsay@amsco-ac.com

Abigail Inyang, Assistant Service Coordinator
(407) 699-0454 Office

- When a service technician needs to be dispatched you can make requests to Kim Wells either by calling directly or emailing the requests.
- Requests received during non-standard business hours will be routed through the answering service and they will dispatch the on-call technician.
- After hours, weekends and holidays Emergency Service Contact: (407) 699-0454**

Service Manager

Eric Parker
eparker@amsco-ac.com
Phone: 407-699-0454
Mobile: 321-231-0325

**AGREEMENT BETWEEN CITY OF KISSIMMEE
and K.M. ELECTRIC SERVICE LLC**

THIS AGREEMENT is made and entered this _____ day of _____, 2023 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter “CITY”) and **K.M. ELECTRIC SERVICE LLC**, a Florida Limited Liability Company, whose address is **1278 IGUANA LOOP, DAVENPORT, FL 33897** hereinafter referred to as (“CONTRACTOR”), and each represents as follows:

WHEREAS, CITY desires to retain services of competent and qualified Contractors to provide professional services to support CITY with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service; and

WHEREAS, CITY advertised RFQ 2023-005 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process, CITY determined that **K.M. ELECTRIC SERVICE LLC** is qualified to provide the services sought and desires to award this Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFQ.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** The term of this Agreement shall be for one (1) year with two (2) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of the Agreement. CITY will determine whether to exercise the option based on its own convenience and best interest.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and CONTRACTOR’s responsive qualifications attached hereto and incorporated herein as Exhibit “A”. CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR’s Scope of Services are further enumerated and described in Attachment “A”.
4. **REPRESENTATIONS.** CONTRACTOR hereby represents to CITY that:
 - a. It has the experience and skill to perform the services required by this Agreement.

- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY.
 - c. It will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
 - d. It will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of the CITY.
 - e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.
6. **FEES.** CITY shall pay CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B", the total contract amount shall not exceed the sum of _____ DOLLARS (\$ XX,000.00) annually. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.
7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

8. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
 - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's designated representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by the CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
 - 2. In the event of termination for cause, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.
- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances

are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

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

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall, however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by CITY or any other person. Nothing in this Agreement shall be construed as a waiver of CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

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

11. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

12. **NONASSIGNMENT.** CONTRACTOR shall not, without prior consent of CITY, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
13. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.

CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.

14. **PUBLIC RECORDS.** CONTRACTOR 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, 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 CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide 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. 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 CITY.

- c. Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to 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 CITY, upon request from 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 CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - e. If CONTRACTOR 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 CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.
 - d. 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. CONTRACTOR acknowledges that upon termination of this Agreement by the

City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

- e. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or future rights to enforce compliance.
19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:
- | | |
|---------------------------|------------------------|
| As to CONTRACTOR: | As to CITY: |
| K.M. ELECTRIC SERVICE LLC | CITY of Kissimmee |
| 1278 IGUANA LOOP | CITY Attorney's Office |
| DAVENPORT, FL 33897 | 101 Church Street |
| | Kissimmee, FL 34741 |
20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments referred to herein, shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
22. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

23. **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.
24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and Attachments, the provision of this Agreement will govern and control.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Date: _____

ATTEST:

CITY Clerk

Approved as to form and legal sufficiency:

CITY Attorney

K.M. ELECTRIC SERVICE LLC

By: BHEKIMPILO NDLOVU

Title: MASTER ELECTRICIAN (OWNER)

Date: 12/04/2023

STATE OF FLORIDA
COUNTY OF FLK

The foregoing instrument was acknowledged before me this 4TH day of DECEMBER, 2023, by means of ☒ physical presence or ☐ online notarization, by BHEKIMPILO as OWNER for K.M. ELECTRIC LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: TIMOTHY D Webb

Print Name: TIMOTHY D. WEBB

My Commission Expires: 09-21-2026

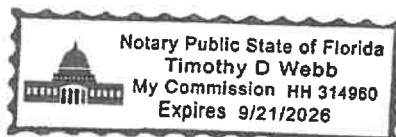
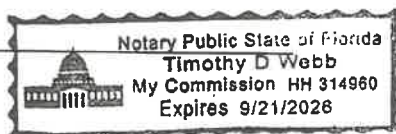


EXHIBIT "A"

ATTACHMENT "A"
SCOPE OF SERVICES

1. CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.
2. CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.
3. CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.
4. CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.

**ATTACHMENT “B”
FEE SCHEDULE**

Services Provided by Contractor Under This BID

☐ Mechanical

☒ Electrical

☐ Plumbing

Instructions to bidders: Check all trades you are bidding for.

PRICE SHEET

Service Work Hourly Rate Electrical

Group	Description	Approximate Annual Usage	Unit	Unit Price	(Unit Price X Annual Usage) Total Cost
1	Master Electrician	520	Hrs.	\$100.00	\$ 52 000.00
2	Journeyman	260	Hrs.	\$ 85.00	\$ 22 100.00
3	Apprentice	260	Hrs.	\$ 65.00	\$ 16 900.00
	Totals (1 + 2 + 3)				\$ 91 000.00

Overtime Man Hour Rate (1.5 Standard Rate)			
--	--	--	--

Master Mark-Up from wholesale rates			
-------------------------------------	--	--	--

			10%
--	--	--	-----

R.M - Electric Service LLC

Contractor Name

or

Not Applicable

SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

To: City of Kissimmee, a Municipal Corporation of the State of Florida

Date: 02 SEPTEMBER 2023

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the City, Contractor offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

H.M. ELECTRIC SERVICE LLC

CONTRACTOR NAME

1278 IGUANA LOOP

MAILING ADDRESS

DAVENPORT, FL, 33897

CITY, STATE AND ZIP CODE

321 - 947 - 0689

(AREA CODE) TELEPHONE NUMBER

N/A

(AREA CODE) FAX NUMBER



AUTHORIZED SIGNATURE (MANUAL)

BHEKIMPILO NDLOYI

NAME (TYPED OR PRINTED)

OWNER / MASTER ELECTRICIAN

TITLE (TYPED OR PRINTED)

N/A

TOLL FREE NUMBER

ndlobk@gmail.com

E-MAIL ADDRESS

This bid may be used by any other Government Agency. [] YES [] NO [] N/A

DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby

certifies that K. M ELECTRIC SERVICE LLC does:
(Name of Business)

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 programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.


Contractor's Signature

09/03/2023

Date

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

(SUBMITTAL PAGE)

State of FLORIDA

County of Osceola

Bhekimpilo Ndlovu, being first
duly sworn, deposes and says that:

1. He/she is Owner / Representative of ,
the
Contractor that has submitted the attached bid;
2. He/she is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstance respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Contractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor,
firm or person to submit a collusive or sham bid in connection with such contract or has
in any manner, directly or indirectly, sought by agreement or collusion of communication
or conference with any other Contractor, firm or person to fix the price or prices in the
attached bid of any other Contractor, or to fix any overhead, profit or cost element of the
bid price or the bid price of any other Contractor, or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the City or any
person interested in the proposed Agreement; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the
Contractor or any of its agents, representatives, owners, employees or parties in interest,
including this affiant.

Signed: 

Title:
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3 day of September, 2023, by
means of ☒ physical presence or ☐ online notarization, by (name of person) Bhekimpilo Ndlovu as (type
of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who
is personally known to me or has produced identification.

Notary Seal:



MOHAMMED AHMED
Notary Public
State of Florida
Comm# HH167048
Expires 8/19/2025

Notary:

Print Name: Mohammed Ahmed
My Commission Expires: 08/19/2025

INSURANCE (SUBMITTAL PAGE)

By signing below the Contractor is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid RFQ2023-005.

The requirements are as follows:

- Contractor is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City of Kissimmee will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City of Kissimmee.

K. M Electric Service LLC

Company Name

Bhekimpilo Ndlovu

Contractor

(signature)



SAFETY REQUIREMENTS/REGULATIONS FORM

Contractor must sign and have notarized:

The undersigned Contractor hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 3rd day of September, 2023

Name of Firm K. M. Electric Service LLC

By Bhekimpilo Ndlovu

Owner / Master Electrician

Title of Person Signing

(SEAL)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3 day of September, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Bhekimpilo Ndlovu (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



MOHAMMED AHMED
Notary Public
State of Florida
Comm# HH167048
Expires 8/19/2025

Notary: Mohammed Ahmed
Print Name: Mohammed Ahmed
My Commission Expires: 08/19/2025

**AFFIDAVIT
CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFQ2023-005 PROJECT NAME: Mechanical, Electrical and Plumbing Trades (MEP)

THE CITY OF KISSIMMEE WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY OF KISSIMMEE.

CONTRACTOR ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: K. M. Electric Service LLC

[Signature] Owner / Master Electrician 09/03/23
Signature Title Date

STATE OF FLORIDA
COUNTY OF

Orange

The foregoing instrument was acknowledged before me this 3 day of September, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Shekimpilu N as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



MOHAMMED AHMED
Notary Public
State of Florida
Comm# HH167048
Expires 8/19/2025

Notary:

Print Name:

My Commission Expires:

Mohammed Ahmed
Mohammed Ahmed
08/19/2025

Attachment A
Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the Contractor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

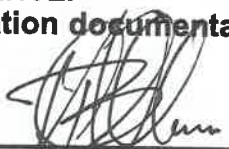
State of Florida
County of
Osceola

Before me on this 3rd day of September 2023, personally appeared

(print name) Bhekimpilo Ndllovu being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) K.M. Electric Service LLC MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.

Qualification documentation attached.



Signature of Affiant

Bhekimpilo Ndllovu

Typed/Printed Name of Affiant

1278 Iguana Loop

Davenport, FL. 33897

Address of Affiant

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 3 day of September, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Bhekimpilo N as (type of authority) _____ for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



MOHAMMED AHMED
Notary Public
State of Florida
Comm# HH167048
Expires 8/19/2025

Notary: Mohammed Ahmed
Print Name: Mohammed Ahmed
My Commission Expires: 8/19/2025

ITEM 7.C

Purchase of Two Solid Waste Grapple Trucks

Request

Approval for the purchase of two (2) grapple trucks in the amount of \$532,752.62 from the Solid Waste fund.

Explanation

The Solid Waste Division is seeking approval to purchase two (2) grapple trucks via state and Sourcewell procurement contracts. One truck will be purchased from Petersen Industries to be used for the commercial Nord routes for the amount of \$258,009.62. The second truck will be purchased from Florida Kenworth LLC and will be used for the residential bulk routes for the amount of \$274,743. There is \$552,000 in pre-approved funds in the budget in Project #2304 to cover the purchase of these two (2) vehicles.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145716-506495	SA2304	Decrease	\$552,000	\$532,753

Financial Summary:

There is \$552,000 in pre-approved funds in Project #2304 to cover the purchase of these two (2) vehicles.

Recommendation

Approval to purchase two (2) grapple trucks in the amount of \$532,752.62.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Kenworth Quote
2. Petersen Quote

Novemebr 16, 2023



Florida Kenworth LLC.

City Of Kissimmee - Solid Waste Division
2201 Mabbette St
Kissimmee, FL. 34741
407-518-2507
Prepared for: Jody L. Kirkendall

Florida Sheriffs Bid
FSA22VEH-20.0

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Joc Sanchez

Item # xxx - Description

Code	Bid Specification – Options	Price	Extension
Base Specification	2024 Kenworth T380 Truck	124,763.00	
05UNP	Pac-Mac KB-20	115,000.00	
35GVW PKG PX9380	33K GVW PX9 33HO 3500RDS 6 SPD	15,094.00	
1700149	RETARDER JACOBS FOR PX / ISL W/3 WAY SWITCH	2,229.00	
1840024	BATTERY DISCONNECT 1 CAB FLOOR LOCKIGN SWITCH	166.00	
1247229	EXHAUST RH UNDER CAB DPF/SCR W/SINGLE HORIZONTAL	1,940.00	
2011232	ALLISON RDS 6-SPEED PTO COMPATIBLE	5,766.00	
8203060	(5) KEYS INCLUDED WITH TRUCK	37.00	
8850877/8850878	DUAL HOOD MTD CONVEX MIRRORS	248.00	
9080131	AMBER BEACON LAMP		
9490206/9490404	CAB FIRE EXTINGUISHER / SAFETY TRIANGLE	181.00	
AWLED	(6) AMBER LED STROBE LIGHTS	3,125.00	
9090180	BACK UP ALARM	123.00	
8700663	KENWORTH TRUCKTECK PLUS	1,483.00	
2406840	156" CAB TOA XE-232" WB	848.00	
3836310	REAR SHOCK ABSORBER	228.00	
3511080	MERITOR DRIVER CONTROL DIFF LOCK	828.00	
5043549/	ALUMINUM WHEEL FRONT AND REAR	628.00	
6302460	BUMPER TAPERED STEEL PAINTED CHANNEL	461.00	
9208547	PACCAR EW: PX-9 PROTECT PLAN 1 EPA21 - 5 Year/100,000 miles	1,595.00	
9208559	PACCAR Engine PX-9 Aftertreatment EPA 2021 W/PP1 - 5 Year/100K miles		
Reference			
Reference			
Note: All Options	Include Florida Sheriffs Admin Fee		
Reference	xxxxxx Specifications – Item # xxx		
Total Price		\$ 274,743.00	\$0.00



FLORIDA KENWORTH - ORLANDO (M490)
1800 NORTH ORANGE BLOSSOM TRAIL
ORLANDO, Florida 32854

CITY OF KISSIMMEE
2213 W MABBETTE ST
KISSIMMEE, Florida 34741
United States of America

Joe Sanchez
Cell Phone: 4074034330
Office Phone:
Email: joe.sanchez@csmttruck.com

JODY KIRKENDALL
Email: jody.kirkendall@kissimmee.gov

Warnings

Critical Warnings

Strong Suggestions

I acknowledge it is unlawful to register this vehicle, equipped with a Model Year 2024 engine, as a new vehicle in California or Oregon .

Warnings

Informational Messages

Price Level: January 1, 2024
Deal: Kissimmee T380 Grapple
Printed On: 10/4/2023 11:00:56 AM

100% Complete

Date: October 04, 2023
Quote Number: QUO-982131-Q5Y0K8

Dealer Truck Purchase Order

Dealer No.:	M490
Quantity:	1
Customer:	CITY OF KISSIMMEE
Requested Schedule Date:	1/1/2024
CAR No.:	
Previous Chassis:	
Customer P.O. No.:	
Dealer P.O. No.:	
Promotion Program Code:	
CCModel:	T38MDA
Customer/Stock Code:	C

Unit		Chassis	
Model:	T380 Series Conventional	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	20000
Description 1:	Kissimmee T380 Grapple	G.C.W. (lbs):	32000
Description 2:	FSA23-VEH21.0		
Application		Road Conditions:	
Intended Serv.:	Local Pickup & Delivery: Vehicles which	Class A (Highway)	75
Commodity:	General Freight	Class B (Hwy/Mtn)	25
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Van	Wheelbase (in):	272
Length (ft):	12	Overhang (in):	63
Height (ft):	12	Fr Axle to BOC (in):	67.5
Max Laden Weight (lbs):	4000		
Trailer		Cab to Axle (in):	204.5
		Cab to EOF (in):	267.5
No. of Trailer Axles:	0	Overall Comb. Length (in):	375
Type:		Special Req.	
Length (ft):	0	U.S. Domestic Registry, 50-state.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____ Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Model			
0000380	S	T380 Series Conventional	9,930
0070086	S	T380 Aero Hood	0
0080314	O	EPA Clean Idle Label - PACCAR PX Engines	0
0090143	O	T380 Automatic	0
0098409	O	State of Registry: Florida	0
Engine & Equipment			
0130221	O	PACCAR PX-9 330 330@1750 1000@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	694
1000046	O	EPA Emissions Warranty Engine	0
1000151	S	PremierSpec	0
1000243	O	Gearing Analysis: Performance power before economy results.	0
1000256	O	Customer's Typical Operating Spd: 64 MPH	0
1000524		RegistrationYear Year of Registration: 2024	0
1000684		Effective VSL Setting NA	0

Price Level: January 1, 2024
Deal: Kissimmee T380 Grapple
Printed On: 10/4/2023 11:00:56 AM

100% Complete

Date: October 04, 2023
Quote Number: QUO-982131-Q5Y0K8

Sales Code	Std/ Opt	Description	Weight
1000857	O	Engine Idle Shutdown Timer Enabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891		Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0
1105231	O	Fan Hub: Horton On/Off for PX-9 or L9N	0
1121231	S	Cooling Module: 2.1M MD - Aero Hood 1000 Square Inches	0
1247279	O	EXH: Single Can 2024 PX-9 Horizontal Under Rail With Horizontal Tailpipe Below RH Rail Back-of-Cab	0
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
1321200	S	Run Aid:None *For Fuel Filter	0
1321300	S	Start Aid:None *For Fuel Filter	0
1700149	O	Retarder: Jacobs for PX-9 and ISL With 3-way switch. Replaces the standard turbo brake for PX-9 engines.	57
1816260	S	Alternator: PACCAR 160 amp, Brush Type	0
1821220	S	Batteries: 2 PACCAR GP31 Threaded Post (700-730) 1400-1460 CCA dual purpose.	0
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
1840065	S	12V Low Voltage Disconnect for Battery Protection	0
1840067	O	Battery Disconnect Switch Mounted on Battery Box Provides One (1) Switch	0
1901018	S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0

Transmission & Clutch

2011631	O	Transmission: Allison 3500RDS 6-speed, With PTO drive gear. Limited to 1050LBFT. 6th Generation Controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	399
2406470	O	Driveline: 4 SPL170SF With 3 Centerbearings	252
2409943	O	Three Heavy-Duty One-Piece Aluminum Crossmembers This option upgrades existing crossmembers. The cost does not include the centerbearing and bracket. Crossmember locations will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0

Price Level: January 1, 2024

100% Complete

Date: October 04, 2023

Deal: Kissimmee T380 Grapple

Quote Number: QUO-982131-Q5Y0K8

Printed On: 10/4/2023 11:00:56 AM

Sales Code	Std/ Opt	Description	Weight
2410018	O	Torque Converter Included W/ Allison Transmission.	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0
2410204	O	Allison Fuel Sense: Delete	0
2410310	O	Allison Neutral at Stop	0
2429358	O	Rear Transmission Support Springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
2429378	O	Customer Installed Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0

Front Axle & Equipment

2512044	O	Meritor MFS12E PLUS 12.5K rated at 12K 3.5in. drop standard track.	0
2621310	S	Front Brakes: 14.6K Bendix ES S-Cam 16.5x5 in.	0
2690002	S	Front Brake Drums: 14.6K 16.5x5 in. cast.	0
2690029	O	Drum Brake Knuckle for Use on Meritor MFS Plus Steer Axle	20
2702500	S	Front Hub: Iron Hub Pilot 14,600 lbs. 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	0
2741970	S	ConMet PreSet Plus Hub Package; Front Axle.	0
2750001	S	Hubcap: Front Vented.	0
2765001	S	Front Auto Slack Adjuster for Drum Brakes.	0
2863019	O	Front Springs: Taperleaf 12K w/ shock absorbers. With maintenance-free elastomer spring pin bushings.	58
2895223	S	Single Power Steering Gear: 13.2K for Air Brakes.	0

Rear Axle & Equipment

3031000	O	Dana S20-140 20K Rated Capacity-Single Rear Axle w/air brakes.	-132
3200557	S	Rear Axle Ratio - 5.57.	0
3330004	S	Single Rear Brakes 16-1/2x7 in. Bendix ES- extended service S-cam.	0
3392007	S	Single Rear Brake Drums: Cast S-Cam Single For use with 15x8.625", 16.5X7" or 16.5X8.625" brake.	0
3403220	S	Single Rear Hubs: Iron Hub Pilot 26k; 11.25" Bolt circle. Requires "R" series outer ends.	0
3441971	S	ConMet PreSet Plus Hub Package; Single Rear Axle.	0
3465001	S	Single Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0

Price Level: January 1, 2024
Deal: Kissimmee T380 Grapple
Printed On: 10/4/2023 11:00:56 AM

100% Complete

Date: October 04, 2023
Quote Number: QUO-982131-Q5Y0K8

Sales Code	Std/ Opt	Description	Weight
3485007	S	Spring Brake: 3030 Long Stroke Single 3 in. travel. For drum brakes. Helps keep brakes in adjustment longer.	0
3495226	S	Bendix 4S/4M Anti-Lock Brake System.	0
3626479	O	Rear suspension: single Reyco 79KB taperleaf 20K. Medium-duty. Unladen Height: 9 in. Laden Height: 7.6 in. Not rear air disc brake compatible.	0
3836310	O	Rear Shock Absorbers for Reyco 79KB.	35
3836315	O	Bolted Rear Suspension Crossmembers for Reyco 79KB. Replaces medium duty standard.	41

Tires & Wheels

4080056	S	Front tires: Continental HSL3 295/75R22.5 14PR.	0
4280056	S	Rear tires: Continental HSL3 295/75R22.5 14PR. Code is priced per pair of tires.	0
4900004	O	Rear Tire Quantity: 4	0
5042338	O	Front Wheel: Accuride 43644 22.5x8.25 AL hub-pilot mount Standard Polish	-52
5242438	O	Rear Wheel: Accuride 43644 /Accuride 51487 heavy-duty steel 22.5x8.25, Standard Polish aluminum outside/Steel Armor[™] powder coat inside, hub-pilot mount. 7400 lb. maximum rating. Includes wheel guards. Air disc brake compatible. Code is priced per pair of wheels.	-116
5853906	O	Powder Coat White Steel Wheel. Use in Conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900004	O	Rear Wheel/Rim Quantity: 4	0

Frame & Equipment

6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	366
6302460	O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	65
6319040	S	40 in. Bumper Setting. Requires a Bumper Code.	0
6321010	S	Front Tow Loops: Two	0
6404422	S	Battery Box: Steel Parallel Module under W/Step, plastic cover. Use with 2 or 3 batteries. Up to 2 air tanks may be mounted to bottom of box. Batteries will be oriented perpendicular to the frame rail in a single row.	0

Price Level: January 1, 2024
Deal: Kissimmee T380 Grapple
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100% Complete

Date: October 04, 2023
Quote Number: QUO-982131-Q5Y0K8

Sales Code	Std/ Opt	Description	Weight
6409902	S	Battery Box Location: RH Side.	0
6410092	O	Frame Access Grabhandle Horizontal Mounted at midpoint of sleeper or Daycab.	2
6414521	O	Deck Plate: Up to and Including 21 in. Frame mounted.	12
6474451	O	Tool Box: Aluminum Parallel Module BOC, Polished aluminum cover with step and lock. Up to 2 air tanks may be mounted to bottom of box.	82
6479901	O	Toolbox Location: LH Side.	0
6490139	O	Heavy-Duty One-PC Aluminum Intermediate/ Fill-In crossmember.	13
6490434	O	Heavy-Duty 5-Piece Rear Cab Support, Bolted assembly. Huck fastened to frame.	15
6742009	S	Square End-of-Frame W/O Crossmember; Non-Towing.	0

Fuel Tanks & Equip

7140050	S	50 US Gallon D-Shape Rectangular Aluminum Under fuel tank, replace. With non-slip step.	0
7722170	S	Small DEF Tank, 5.5 Gallons.	0
7889203	O	DEF to Fuel Fill Ratio 2:1 or Greater.	0
7889245	O	Anti-Siphon Device in Fuel Tank Filler Neck. For any number of fuel tanks.	1
7889606	S	DEF Tank Location is LH Under Cab.	0
7920050	S	Location: 50 gal fuel tank LH under cab	0

Cab & Equipment

8024311	S	Cab: Stamped Aluminum with Curved Windshield LED markers. Requires seperate roof code.	0
8090151	S	Hood: Short Aero w/ Dark Gray Crown In-Mold Color	0
8108011	S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8201013	S	Steering Wheel: 18 in. 4-Spoke.	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0
8203060	O	5 Sets of Keys. Replaces Standard 2 Sets of Keys.	0
8205135	O	Information for Customer-Installed PTO Muncie 10-bolt.	0

Price Level: January 1, 2024
Deal: Kissimmee T380 Grapple
Printed On: 10/4/2023 11:00:56 AM

100% Complete

Date: October 04, 2023
Quote Number: QUO-982131-Q5Y0K8

Sales Code	Std/Opt	Description	Weight
8205177	O	Dash Switch:1st Allison-Mounted PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8208475	O	Two Spare Switches: Wired to Power. BOC Wire termination.	0
8222409	O	Gauge: DD Virtual Gauge - Air Filter Restriction	0
8222411	O	Gauge: DD Virtual Gauge - Eng Pto Hour	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0
8222418	O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
8282108	O	Modular Dash Options: RH Dash Storage Unit With two shelves. Reduces total gauge count; HD by 6 and MD by 4.	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
8410101	S	Driver Seat: KW Air Seat IB Vinyl W/O Armrests /Susp Cover	0
8478051	S	Rider Seat: KW Toolbox 2-Man Bench Vinyl	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	0
8700196	S	Turn Signal: Self-Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0
8700663	O	Kenworth TruckTech+: This system provides the World's Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine.	0
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0

Price Level: January 1, 2024
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Date: October 04, 2023
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Sales Code	Std/Opt	Description	Weight
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0
8841411	O	Single Air Horn Under Cab.	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0
8850877	O	Mirror: RH Hood Mounted Black Rectangle Convex	0
8850878	O	Mirror: LH Hood Mounted Black Rectangle Convex	0
8860853	S	Mirror: Dual KW Aero Rear View Non-Motor, Non-Heated with Integral CX	0
8871446	S	Rear Cab Stationary Window 19in x 36in	0
8879917	O	Two Additional Outboard Windows 19in x 12in	10
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0
8890881	S	Direct Mount, Rubber Isolated Cab Suspension.	0
8891012	S	Roof: Low Profile Stamped Steel	0

Lights & Instruments

9010803	S	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and DRL. Fender Mtd.	0
9020101	S	14-Pin RP170 Body Lighting Connector.	0
9022137	S	Marker Lights: Five, Rectangular, LED	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
9080131	O	Dual Strobe Roof Lights: Low-Profile LED Beacon lights w/ overhead switch.	7
9090052	O	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
9090115	O	Reflectors: Two Midframe	0
9090180	O	Backup Alarm: Tail Light Bracket Mounted Variable self-adjusting 82-102 DBA.	0

Air Equipment

9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0

Extended Warranty

Price Level: January 1, 2024
Deal: Kissimmee T380 Grapple
Printed On: 10/4/2023 11:00:56 AM

100% Complete

Date: October 04, 2023
Quote Number: QUO-982131-Q5Y0K8

Sales Code	Std/ Opt	Description	Weight
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0
9203034	O	PACCAR EW: PX-9 Protect Plan 1 EPA24 5YR/100K (160,935KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	0
9203046	O	PACCAR EW: Aftertreatment PX-9 Use W/ PP1 EPA24 5YR/100K (160,935KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	0
9212661	O	TruckTech+ RD - 5YR Sub PACCAR PX Engines	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490206	O	Warning Triangle Reflector Kit: Shipped Loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490213	O	Warning Triangle Reflector Kit: Floor Mounted parallel to back wall between seats. Kit consists of 3 triangles in plastic carrying case. For day cab only.	12
9490404	O	One 5 lb. Dry Chemical Type Fire Extinguisher mounted outboard of driver seat. Class ABC.	11
9491659	S	VMUX Architecture	0
Promotions			
Paint			
9700000	O	Paint Color Number(s). N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
9943014	O	Steel Bumper Painted Frame Color	0
9943048	O	Day Cab Bulk Paint	0
9943050	S	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Price Level: January 1, 2024

100% Complete

Date: October 04, 2023

Deal: Kissimmee T380 Grapple

Quote Number: QUO-982131-Q5Y0K8

Printed On: 10/4/2023 11:00:56 AM

<i>Sales Code</i>	<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
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Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight

11,786

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Customer: CITY OF KISSIMMEE Chassis:
Dealer Name: FLORIDA KENWORTH - ORLANDO Dealer Code: M490
Date:

Reviewing Sales Coordinator: _____

DESIGN CODE: 9944820

DESIGN NAME: 1 - Color Paint - Day Cab

Area	Code	Color Name	HDG	GLS	DOI	OPM
A-	L0006	WHITE	1.2	86	84	7 11.
BUMPER-	N0001	BLACK	1.2	99	97	9
FRAME-	N0001	BLACK	1.2	99	97	9

PAINT OPTIONS:

Frame Paint

Miscellaneous Paint

9943048	Day Cab Bulk Paint
9965510	Base Coat/ Clear Coat.

Paint characteristics may improve if Base Coat/Clear Coat is selected.

Please contact the Kenworth Paint Help Desk for possible paint alternatives at (425) 828-5324

Shipping Destinations**Intermediate Destination:**

Final Destinations	Quantity
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FSA23-VEH21.0
KENWORTH T380
30,000 GVW OPTIONS



KENWORTH

Price Discounts Range from 3% - 10% below MSRP.

Code	Option	FSA Price	Discounts or Markups
CNG Model Upgrade Packages-(Inc. Engine , Transmission 33K GVW)			
CNG TANKS	90 DGE Total CNG Tank System includes FMM & Front Bumper Fill	\$ 39,485	5.0%
T380 - 33,000 GVW Packages			
33GVW PKG PX7380	33K GVW-PX7 300hp - 3000RDS - 6 Spd	\$ 11,740	-7.0%
33GVW PKG PX9380	33K GVW - PX9 300hp - 3500RDS - 6 Spd	\$ 18,482	-7.0%
35GVW PKG PX9380	33K GVW - PX9 330hp - 3500RDS - 6 Spd	\$ 19,098	-7.0%
4x4 Model Upgrade Options			
2572007/2323005	Factory 4x4 12K Meritor MX-120 Front Axle & Meritor MTC 4210-2 SPEED Transfer Case	\$ 28,411	-8.0%
2790006	Freewheel Locking hubs for Fabco Front Drive Axle FSD-1XA	\$ 2,345	-5.0%
Engine Upgrades			
0130118	Paccar PX7-240hp / 560 ft/lb	\$ 501	-3.0%
0130120	Paccar PX7-260hp / 660 ft/lb	\$ 1,289	-5.0%
0130122	Paccar PX7-280hp / 660 ft/lb	\$ 1,831	-5.0%
0130124	Paccar PX7-300hp / 660 ft/lb	\$ 2,309	-5.0%
0130216	Paccar PX9-260hp / 720 ft/lb (Requires Transmission Upgrade, not included in price)	\$ 7,971	-6.0%
0130219	Paccar PX9-300hp / 860 ft/lb (Requires Transmission Upgrade, not included in price)	\$ 9,127	-6.0%
0130221	Paccar PX9-330hp / 1000 ft/lb (Requires Transmission Upgrade, not included in price)	\$ 9,647	-7.0%
0130229	Paccar PX9-370hp / 1250 ft/LB (Requires Transmission Upgrade, not included in price)	\$ 16,215	-7.0%
"EV" series engines are for use in Fire or EMT service only			
0130220	price)	\$ 9,132	-6.0%
0130222	price)	\$ 9,649	-7.0%
0130224	price)	\$ 12,160	-7.0%
0130229	price)	\$ 16,658	-7.0%
0128902	price)	\$ 37,632	-8.0%
0128922	price)	\$ 38,565	-8.0%
Engine Option Upgrades			
1700149	Retarder Jacobs for PX / ISL W/3 way switch	\$ 2,380	-5.0%
1812451	Alternator: Delco 40SI 320amp Brushless with battery voltage sense	\$ 742	-3.0%
1821275	Batteries: 3 AGM GP31 Threaded post (925 cca) NOTE:(2775 cca requires InCab Steel	\$ 513	-3.0%
8450101	In Cab steel Battery box: Under Rider Seat (Includes AGM batteries)	\$ (342)	-3.0%
1840024	Battery Disconnect. 1 Cab Floor Locking Switch	\$ 166	-3.0%
1247247	Exhaust RH Under Cab DPF/SCR W/Single Horizontal Tailpipe	\$ 1,759	-5.0%



KENWORTH

Price Discounts Range from 3% - 10% below MSRP.

Code	Option	FSA Price	Discount or Markup
Transmission Options			
Upgrade Options			
2057371	Fuller RT8908LL 10 speed (Torque Limit 860 ft/lb)	\$ 2,060	-3.0%
2058422	Fuller Advantage Automated FAO-14810C-EA3 (PX9 Only)	\$ 4,430	-3.0%
2011613	Allison 3000RDS 6 speed PTO Compatible (Limited to 1,100 ft/lb)	\$ 9,682	-5.0%
2011631	Allison 3500RDS 6-speed PTO Compatible (Limited to 860 ft/lb)	\$ 9,653	-5.0%
<i>EVS transmissions Only for use on emergency service vehicles</i>			
2011615	Allison 3000EVS 6-speed PTO Compatible (Limited to 860 ft/lb)	\$ 11,771	-6.0%
2011632	Allison 3500EVS 6-speed PTO Compatible (Limited to 860 ft/lb)	\$ 12,071	-6.0%
2410320	Allison Fuel Sense 2.0	\$ 693	-3.0%
8700188	Remote Keyless Entry w/2 Fobs	\$ 378	-3.0%
8203060	(5) Keys included with Truck	\$ 33	-3.0%
8201200	Telescopic / Tilt steering wheel (Note: Standard)	\$ -	
8205168	Flip Valve: On Dash For Single Speed PTO	\$ 248	-3.0%
8478051	2 man passenger bench seat NOTE:(Included Base Spec Model T380)	\$ -	
8460103	Rider seat: Kenworth Air Seat vinyl with suspension cover	\$ 30	-3.0%
8879917	Cab windows two additional shatter proof	\$ 146	-3.0%
8841642	Air horn Dual	\$ 245	-3.0%
8850877 / 8850878	Dual hood mtd convex mirrors	\$ 246	-3.0%
BUC	Back up Camera	\$ 2,680	7.0%
4899006	Dealer Installed TPMS System Includes 6 sensors	\$ 640	-3.0%
9080131	Amber Beacon Lamp: Dual Strobe, 12V centered over cab	\$ 765	-3.0%
9490206 / 9490404	Cab Fire Extinguisher & Safety Triangles	\$ 207	-3.0%
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount	\$ 3,452	5.0%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	\$ 714	5.0%
DAFO-MD	Fire Suppression System	\$ 7,424	5.0%
9090180	Back Up Alarm - Factory Installed	\$ 132	-3.0%
9944824	Paint 2 - Color Cust Design – Day Cab	\$ 5,077	-5.0%
8890135	Exterior Sunvisor	\$ 900	-3.0%
8700663	Kenworth TruckTech+ The Kenworth Remote Diagnostics system	\$ 765	-5.0%
8410361 / 8489912	NFPA Compliance Driver High Back Vinyl Seat + Seat Belt Switch & VDR Harness	\$ 1,058	-5.0%
Page #2			

FSA23-VEH21.0
KENWORTH T380
30,000 GVW OPTIONS

Price Discounts Range from 3% - 10% below MSRP.



Code	Option	FSA Price	Discount or Markup
Frame & Suspension Upgrade Options			
6056400/6141400	Double Frame (Includes 10 3/4" x 3/8" main frame)	\$ 1,551	-5.0%
2406840/206	138" Cab to Axle - 206"wb	\$ 682	-3.0%
2406840/232	156" Cab to Axle-232"wb	\$ 848	-3.0%
2406840/245	180" Cab to Axle-245"wb	\$ 881	-3.0%
2406840/256	186" Cab to Axle-256"wb	\$ 881	-3.0%
2503461	14K Rated Front Axle, Suspension, Steering, Brakes, Tires, & Wheels	\$ 1,811	-5.0%
3042160	Single Rear Axle - Meritor RS23-160 23K capacity	\$ 428	-5.0%
3622215	Rear Air suspension: Single Hendrickson HAS210L 21K	\$ 1,236	-5.0%
3632010/3047084	Rear Air suspension: Single Hendrickson Primaax EX232 23K (Requires Rear Axle	\$ 6,954	-5.0%
3636422	Rear suspension: Single Reyco taperleaf 23K	\$ 448	-5.0%
3836310	Rear Shock Absorbers	\$ 226	-3.0%
3836300	Rear Stabilizer Bar	\$ 1,074	-5.0%
3511080	Meritor Driver control Differential Lock	\$ 852	-3.0%
5043549 / 5243549	Aluminum Wheels - Front & Rear	\$ 796	-3.0%
5854011 / 5854010	Aluminum wheels - polished (Per pair)	\$ 310	-3.0%
7140060/7146060	Dual 60 Gallon Aluminum Fuel Tanks	\$ 1,196	-5.0%
6308715	Aero Dynamic Chrome Bumper	\$ 1,069	-3.0%
Trailer Tow Packages			
9110034	Trailer towing pkg: Air Brakes-7 prong plug w/ 20 ton pintle hitch	\$ 2,879	-5.0%
9110068	Trailer towing pkg: Electric Brakes-7 prong plug w/ 20 ton pintle	\$ 2,599	-5.0%
9110020	Factory Full Truck Kit: Inc. Air Lines, Gladhands & 7 Way Connector to Rear for Trailer	\$ 959	-3.0%
DUMP BODIES (Body quotes Valid for 90 days)			
10 Dump	10' Dump w/ 30" Sides, 7 Yard Manual or Air Gate w/ground control electric mesh tarp	\$ 19,964	5.0%
12 Dump	12' Dump w/ 30" sides, 8/9 Yard, double acting air tailgate, electric tarp	\$ 22,891	5.0%
14 Trash Dump	14' Trash Dump including 48" sides, double barn door tailgate, electric tarp	\$ 28,205	5.0%
16 Trash Dump	16' Trash Dump including 48" sides, double barn door tailgate, electric tarp	\$ 30,682	5.0%
FL-10 Dump	10' DUMP BODY - FRAMELESS - 10' 6/8 Yard, 32" Sides, Air Gate, w/grd control electric	\$ 24,802	5.0%
Page # 3			



FSA23-VEH21.0
KENWORTH T380
30,000 GVW OPTIONS

Price Discounts Range from 3% - 10% below MSRP.			
Code	Option	FSA Price	Discount or Markup
DUMP BODIES -Continued/ (Body quotes Valid for 90 days)			
FL-12 Dump	12' DUMP BODY - FRAMELESS - 12' 8/10 Yard, 40" Sides, Air Gate, w/grd control electric	\$ 29,138	5.0%
C-14 Dump	14' DUMP BODY CONTRACTOR 7/7 Yard, 24" Sides, Air Gate, w/grd control electric	\$ 29,455	5.0%
G-Series Dump	16' DUMP BODY 12/14 Yard, 54" Sides, AR450 Steel, Air Gate, w/electric tarp, strobes	\$ 32,880	5.0%
TOOLBOX48	Under body tool boxes - 18x18x48 steel	\$ 1,107	6.0%
TOOLBOX24	Under body tool boxes - 18x18x24 steel	\$ 887	6.0%
FLATBED & VAN BODIES (Body quotes Valid for 90 days)			
AC-10FLAT	10' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 9,029	5.0%
AC-12FLAT	12' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 10,042	5.0%
AC-14FLAT	14' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 11,090	5.0%
AC-16FLAT	16' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 12,138	5.0%
AC-18FLAT	18' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 13,187	5.0%
AC-22FLAT	22' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 16,328	5.0%
AC-24FLAT	24' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 17,387	5.0%
AC-26FLAT	26' Flat Bed Body Bulkhead, Steel Non-Skid 3/16" Treadplate, DOT Lighting, 96" Wide	\$ 18,433	5.0%
102" Wide	102" Wide inlieu of 96" Treadplate Floor	\$ 1,046	6.0%
STAKE	Add Expanded Metal Stake Rails, Powder Coated, 40"-48" with Rear Stake Rail	\$ 5,959	5.0%
AC-20VAN	20' van w/roll up door-96" wide, 96" tall interior, Hardwood Floor, 12" Treadplate,	\$ 17,381	5.0%
AC-24VAN	24' van w/roll up door-96" wide, 96" tall interior, Hardwood Floor, 12" Treadplate,	\$ 18,712	5.0%
AC-26VAN	26' van w/roll up door-96" wide, 96" tall interior, Hardwood Floor, 12" Treadplate,	\$ 19,437	5.0%
102" Wide	102" Wide inlieu of 96" Aluminum Body	\$ 1,153	6.0%
ASTL-20	Anthony 2000 lb Lift Gate - tuckaway	\$ 7,210	6.0%
AST Plus-25	Anthony 2500 lb Lift Gate - tuckaway	\$ 8,197	6.0%
AST Plus-30	Anthony 3000 lb Lift Gate - tuckaway	\$ 8,773	6.0%
Grapple Loader with Bodies (Body quotes Valid for 90 days)			
Petersen TL3	Petersen TL3 loader with Mechanical Joystick Controls	\$ 112,177	5.0%
Petersen RS3	Petersen RS3 Rear Steer Grapple W/Electronic Joysticks	\$ 147,661	5.0%
Brush Hawg C-Model	Brush Hawg Model "C" Grapppler Loader	\$ 120,272	5.0%
Brush Hawg AWC	Brush Hawg Model AWC Grapppler Loader	\$ 175,262	5.0%
Refuse Bodies (Body quotes Valid for 90 days)			
GAL US	Galbreath U3-OR-156 single axle - cable roll-off hoist rated @ 30k lbs	\$ 64,965	5.0%
GAL CH800R	Galbreath CH-8000R container carrier W/Rotator	\$ 63,881	5.0%
Galbreath SLCH	SLCH Loaded Container Delivery with Rotator	\$ 61,665	5.0%
Stellar-NXT18	Stellar Hook Lift NXT18-L - 18,000 lbs - Hook lift Hoist	\$ 45,216	5.0%

FSA23-VEH21.0
KENWORTH T380
30,000 GVW OPTIONS



KENWORTH

Price Discounts Range from 3% - 10% below MSRP.

Code	Option	FSA Price	Discount or Markup
Refuse Bodies-CONTINUED (Body quotes Valid for 90 days)			
Stellar	Stellar Hook Lift 120-16-20 - 20,000 lbs - Hook lift Hoist	\$ 65,520	5.0%
Newway 20RL	Newway Cobra 20yrd Rear Loader - Refuse Body	\$ 92,618	5.0%
HEIL 20REL	Heil PT1000 20Yrd Rear Loader	\$ 112,777	5.0%
CUSTOM	Custom Designed Bodies Available at Cost + 5% Excluding Fees	.	5.0%
Extended Warranty			
Base Truck Extended Warranty			
9202808	Warranty:Kenworth T380 Base Vehicle Extended 5Yr/100k miles	\$ 1,159	0.0%
9202809	Warranty:Kenworth T380 Base Vehicle Extended 5yr/200k miles	\$ 1,597	0.0%
9201969	Warranty:Towing Coverage for warrantable failures 1 Year / Unlimited Miles	\$ 393	0.0%
Engine Extended Warranty			
9207739	Cummins Engine CNG - L9N 300hp/860 lb-ft - PP1 5 years/100K Miles	\$ 2,620	0.0%
9208525	PACCAR Engine PX-7 PROTECT PLAN 1 EPA21 - 5 Year/100,000 mi	\$ 952	0.0%
N/A	PACCAR PX-7 Aftertreatment W/PP1 2023 - 5 Years/100K miles (Included in	\$ -	
9208547	PACCAR EW: PX-9 PROTECT PLAN 1 EPA21 - 5 Year/100,000 miles	\$ 1,607	0.0%
9208559	PACCAR Engine PX-9 Aftertreatment EPA 2021 W/PP1 - 5 Year/100K miles	\$ 836	0.0%
Transmission Extended Warranty			
Allison 5YR	Allison 2500/3000/3500 -3yrs Std+2 years	\$ 1,218	0.0%
Allison Refuse 5YR	Allison 2500/3000/3500 -3yrs Std+2 years (Refuse Application)	\$ 2,223	0.0%
Discounts - Unpublished Options - Chassis Only Purchases			
Discount %	7% Discount off current MSRP for non-specified Options Excluding fees	.	7%
MUPD	Multiple Unit Purchase Discount - Consult Dealer Prior to Order	.	
05UNP	Unpublished Non Factory Options & Bodies Available at Cost + 5% Excluding fees	.	5%
Chassis Only	Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 30 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Florida Kenworth, LLC assumes no responsibility for chassis and Upfit Compatibility.	.	
TAG - Registration ***FLORIDA ONLY***			
TEMP TAG	Temporary tag	Included	
TRANSFER	Transfer tag	Included	
NEWTAG	New tag: state / city/ county	Included	



3214 Adamo Drive, Tampa, FL 33605
t. 8132410711 f. 8132410414

QUOTE

Number RPRQ1397

Date Nov 16, 2023

Sold To

Kenworth of Central Florida
Joe Sanchez
1800 N.Orange Blossom Trail
Orlando, FL 32804

Ship To

Phone (407) 425-3170
Fax (407) 648-2786

KISSIMMEE FL GRAPPLE BODY

Salesperson	P.O. Number	Ship Via	Terms
Rane Robinson			

Line	Qty	Description	Unit Price	Ext. Price
1	1	PAC MAC MODEL KB-20H-JS KNUCKLE BOOM LOADER 20' BOOM REACH INCLUDING 4' EXTENSION ANTI SCALPING GRAPPLE BUCKET W TARP HOOK STROBE LIGHT ON PIVOT AND REAR CORNER POST STROBES MID-BODY TURN SIGNALS DELIVERY TO ORLANDO KW OPTIONS: HYDRAULIC JOYSTICK CONTROLS 28 YARD DUMP BODY SINGLE REAR DOOR WITH AIR LATCH RUBBER FOOR MAT / HEAT SHIELD SPRING ASSIT PULL TARP	\$115,000	\$115,000

SubTotal	\$115,000
Tax	
Shipping	
Total	\$115,000

APPROVED KW EXAUST CODES:
1247142 OR 1247135 HORIZONTAL

Please contact me if I can be of further assistance.

Rane Robinson
rane@rdk.com
813 624 2704

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Quote

Petersen Industries, Inc.

4000 SR 60 W

Lake Wales, FL 33859

Phone: (800) 930-5623

email: parts-service@petersenind.com



Quote No	Quote Date	Page
20231712	9/8/2023	1

Sourcewell No. #040621-PII

Bill To

KISSIMMEE, CITY OF
100 N. ALASKA AVENUE
KISSIMMEE, FL 34741
US

Ship to

KISSIMMEE, CITY OF
100 N. ALASKA AVENUE
KISSIMMEE, FL 34741
US

END USER: Kissimmee, City of (FL)

Customer No

637

Slspn

Bryce Otwell

Payment terms

Net 30

Loc PPD/COL Ship via Ship Date

LW

Best Way

A.S.A.P.

Delivery Date: 60-90 days after chassis

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
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1.00	EA	LOADER	80,524.00	2.00	78,913.52
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AS CONFIGURED BELOW

Additional Options include:

4 male and 8 female color coded Quick

Deadman Switch

Disconnects for swapping attachments.

Controls are to be Std Lever

Feature/Kit Components- LOADER

1.00	EA	0.TL3	1.00		65,147.00
		MODEL TL3 BASE LOADER			
1.00	EA	03.11SAI	1.00		0.00
		HEAVY DUTY SWING MOTOR			
1.00	EA	03.12 EXT PED	1.00		955.00
		EXTENDED PEDESTAL			
1.00	EA	01.24	1.00		479.00
		GRATING HEAT SHIELD (FOR DUAL			
		CONTROLS ONLY)			
1.00	EA	10.16 HDHI	1.00		592.00
		HDHI OUTRIGGER STROBE			
1.00	EA	07.10SB60	1.00		0.00
		STANDARD BUCKET 60"			
1.00	EA	07.CRAB	1.00		9,725.00
		CRAB ATTACHMENT			
1.00	EA	10.04 BUWL	1.00		0.00
		BOOM-UP WARNING LIGHT/AUDIBLE			
		ALARM			
1.00	EA	13.00 AO	1.00		3,200.00
		ADD'L OPTIONS AS DEFINED BELOW			
1.00	EA	12.05 HG	1.00		426.00
		HOSE GUARDS- HEAD & VALVE BANK			
1.00	EA	12.36 HD	1.00		0.00
		HD CONTROL BOX			
		THROTTLE ENGINE KILL & HORN			
1.00	EA	12.02 TP	1.00		0.00
		TANDEM PUMP IN LIEU OF SINGLE			
		18 GMP			
1.00	EA	11.02 LBPIO	1.00		0.00
		LOADER SINGLE COLOR PI ORANGE			

1.00	EA	8.0 DUMP BODY	43,345.00	2.00	42,478.10
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AS CONFIGURED BELOW

Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.29 2030-HDX	1.00		38,309.00
		MODEL HDX-2030 HARDOX BODY			
		1/8" SIDES, 3/16" FLOOR			
1.00	EA	8.36 PISWLCD	1.00		1,353.00
		PI SELF-WINDING LOAD COVERING			

Quote

Petersen Industries, Inc.

4000 SR 60 W

Lake Wales, FL 33859

Phone: (800) 930-5623

email: parts-service@petersenind.com



Quote No	Quote Date	Page
20231712	9/8/2023	2

Sourcewell No. #040621-PII

Bill To

KISSIMMEE, CITY OF
100 N. ALASKA AVENUE
KISSIMMEE, FL 34741
US

Ship to

KISSIMMEE, CITY OF
100 N. ALASKA AVENUE
KISSIMMEE, FL 34741
US

END USER: Kissimmee, City of (FL)

Customer No

637

Slspn

Bryce Otwell

Payment terms

Net 30

Loc PPD/COL Ship via Ship Date

LW

Best Way

A.S.A.P.

Delivery Date: 60-90 days after chassis

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
		DEVICE (ADD-ON)			
1.00	EA	8.72 OPRD SINGLE PIECE REAR DOOR (REPLACES STND BARN DOORS)	1.00		1,445.00
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00		0.00
1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00		0.00
1.00	EA	10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00		430.00
1.00	EA	8.77ANSI ANSI Z245 PACKAGE	1.00		0.00
1.00	EA	8.76 RCM TL REAR CAMERA MOUNTED IN REAR MARKER LIGHT-TV-550	1.00		1,808.00
1.00	EA	11.02B BODY COLOR: BLACK	1.00		0.00
1.00	EA	CHASSIS-OTHER CHASSIS, FOR NEW LOADER 2023 Pete 537 Q4 2024 ETA	139,100.00	2.00	136,318.00

Jody k/ 407-518-2507

SubTotal	257,709.62
Delivery	300.00
Tax	0.00
Total Quote	258,009.62

Signature _____ Date _____
THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

3% Surcharge if paid by Credit card

Credit Card Total

265,749.91

ITEM 7.D

Contract for Comprehensive Plan Future Land Use and Transportation Element Updates

Request

Request approval of a contract with GAI Consultants to develop a transportation and land use master plan and update the Comprehensive Plan under continuing services contract # 20240102 at a cost of \$300,000.

Explanation

As development has boomed in the City over the last decade, the land available for new construction has dwindled and resulted in a shift in focus to redevelopment. While development regulations like those in the Form Based Code have become more flexible to allow for the redevelopment of properties with existing structures, the land use and transportation elements in the Comprehensive Plan have become outdated and are not reflective of the City's direction. This project will result in a master plan that addresses the City's mobility and land use needs moving forward and incorporate those needs into the Comprehensive Plan.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503131		Decrease	\$400,000	\$300,000

Financial Summary:

There is an adequate amount in the budget for this project.

Recommendation

Approval of the contract for the Comprehensive Plan update and Future Land Use and Transportation plans.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Land Use and Mobility Plan Scope
2. Project Schedule
3. GAI Continuing Services Contract

City of Kissimmee



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

November 16, 2023

GAI Project R220226.00

Ms. Ashley Cornelison
Senior Planner
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Proposal for Professional Services
Land Use and Mobility Master Plan
Kissimmee, Florida**

Dear Ms. Cornelison:

Thank you for the opportunity to assist with the development of a Mobility and Land Use Plan for the City of Kissimmee. Based on our initial discussions, we understand that you would like to work with our team to prepare an administrative update to the City's Comprehensive Plan, to develop a citywide Mobility and Land Use Plan, and to incorporate outcomes of the Mobility and Land Use Plan in the Comprehensive Plan and Land Development Code. We are pleased to participate with you to lead this effort.

Per your request, GAI Consultants, Inc. (GAI) is submitting this Proposal to the City of Kissimmee (Client) for the performance of the professional services described below in the Scope of Services for the project stated above.

Project Understanding

The Client desires to initiate a major planning effort to address mobility and land use needs for the City in the coming years. The first part of the project involves the creation of a Land Use and Mobility Master Plan (the Master Plan) which will focus on defining a desired community character vision for the City. The second part will incorporate the results of the Master Plan into the City's Comprehensive Plan, while the third part (to be scoped and budgeted separately after the completion of Part 2) will include amendments to the City's Land Development Code, as necessary, to implement the Master Plan. The overall planning activities will be branded and are intended to incorporate a significant amount of public engagement. The project is anticipated to commence in January 2024 and be complete by July 2025.

Scope of Services

Based on our understanding of the project requirements provided to date by the Client, GAI will perform the following described Scope of Services. In addition to the specific services detailed below, GAI shall coordinate our work with the Client's representative, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

GAI Consultants, Inc.
618 East South Street
Suite 700
Orlando, Florida 32801
T 407.423.8398
gaiconsultants.com

Part 1 – Land Use and Mobility Master Plan

This task includes the development of the Land Use and Mobility Master Plan, which will define a desired community character vision for the City. This vision will address land uses and urban form, the structure of parks and trails, and the overall street network including typical street cross-sections. It is anticipated that the results of this plan will be integrated into the Comprehensive Plan through amendments to the Land Use and Transportation Elements (Part 2). The main elements of the planning process are:

1.1. Project Initiation and Ongoing Coordination

1.1.1. Core Team Kickoff and Site Tour - The kickoff is envisioned as an internal Core Team workshop to confirm our approach to the project. We will establish:

- Our shared management approach for the project, focusing on key people, schedule, data gathering, and other logistics.
- Key planning objectives, current/immediate development activities and other factors requiring special consideration, including an overview summary from the various City departments relevant to this project.
- Hierarchy of public involvement, including definition of key elements such as Steering Committee(s) and key stakeholders that we are likely to meet with.
- Review of the City Future Land Use as it applies to project approach.
- Preliminary Character Areas (5 are estimated) will be identified for small area planning. These may include centers (such as downtown or lakefront), corridors, or key neighborhood areas.
- We will also tour the City with the group to talk about specific issues and opportunities within the various sub-areas. This is envisioned as a 1-day workshop.
- Set up and run the Communications Platform - The City and GAI will discuss the approach to the communications platform for the project, including project 'brand' and/or logo, available email or telephone distribution lists, and launching of online social media resources including project website. GAI will plan the communications strategy with the City staff, including the project announcement which may include a press conference or other media outreach.

1.1.2. Team Meetings (Ongoing throughout the duration of the project)
GAI will plan for regular (bi-weekly) team meetings, and additional Client focus meetings (8 are budgeted) to address the ongoing management and coordination of the project over the life of the effort (estimated 18 months).

Deliverables: Meeting Notes, Communications Approach, launch and maintain communications platform and project website.

1.2. Discovery

1.2.1. Public Input and Anecdotal Due Diligence will include the following activities:

- Public Kickoff Event - GAI will conduct a public kickoff event to introduce the project to the public, build interest in the community, describe the process/schedule and solicit input from participants.
- Community Walking Audits – Following the Kickoff Event, GAI will conduct a community ‘walking audit’ public participation exercise for 3 of the identified Character Areas. The public will be invited to attend a guided walking tour followed by a public meeting to discuss the character and desired vision for the subject area.
- Stakeholder Meetings – GAI will attend up to 14 Stakeholder meetings as identified by the City. The meetings are anticipated to last 1 hour each and be scheduled over a 2-day period. The meetings may include an individual(s) or small groups (5-6 people) that may represent a given key constituency.
- Website Maintenance – GAI will maintain and update materials from the work and community discussion on the project website.

Deliverables: Meeting documentation and notes as appropriate. We will use the information gathered from these meetings to keep a maintained ‘contacts log’, as well as develop Community Based Themes to organize the input for review by the public.

1.3. Technical Due Diligence and Background Study

- 1.3.1. Transportation/Circulation Frameworks – review of the character of major roadways, general capacity, and 5-year CIP plans within the City. This will also include a regional review of Osceola County and Metroplan transportation projects and policies.
- 1.3.2. Land Use and Urban Form – review of the existing Comprehensive Plan Future Land Use, zoning regulatory format related to the general Community/Urban Form within the City.
- 1.3.3. Public Facilities – review of the existing parks, trails, civic and natural systems structures of the City.
- 1.3.4. Regional Growth Opportunities – examine future trends for the multi-county region to evaluate what share of the longer term increase in population and employment can be reasonably allocated to Osceola County generally and Kissimmee specifically – as well as land use, property, location/access or other criteria

necessary to support targeted uses. The particular focus will be towards non-residential, employment and commercial uses.

Deliverables: *Technical memoranda and urban form map diagrams as appropriate to describe the findings.*

1.4. Analysis and Synthesis (Issues and Opportunities + Community Based Themes) - GAI will present a synthesis of Findings via a Community Themes public meeting for the broad community to attend. We will solicit feedback to the issues identified and develop initial guiding ideas / vision statements for the Themes. Five to seven Themes are anticipated. The Themes will be used a technique to organize our findings and our eventual recommendations.

Deliverables: *At the conclusion of Part 1 (approximately 4 months into the project), we will present preliminary FINDINGS to City Staff and the Council in the form of an 'Issues and Opportunities + Community Based Themes' presentation + workbook that includes all of our technical memoranda to date. This will summarize our work to date and present Findings to date, Community Themes and proposed Strategic Direction for the balance of the project. The document will be presented to the City for review and comment.*

1.5. Design Studio Workshop and Plan Development

1.5.1. Design Studio (On-site 3-day design studio workshop including evening public event) to lay out overall community form and vision for transportation network.

- Following the review and comment on the Part 2 Deliverables, GAI will prepare for a 3-day, on-site design studio workshop. If possible, we will conduct the workshop at a location within the study area that will be identified and secured by the City. The purpose of the on-site studio will be to foster a highly collaborative approach to initial concept design exploration. Topics will include overall community form (Citywide Frameworks) and vision for the targeted Character Areas. The mission will be to apply the guiding ideas of the Community Themes to Citywide Frameworks and to the targeted Character Areas.
- Evening Day 1 – Public Workshop: The purposes of this workshop are to present findings to date, present the Strategic Direction for review / refinement and conduct an interactive exercise regarding desired outcomes for the Community Based Themes. The work will be formatted into the Themes – and directed to specific character areas of the City to confirm goals and develop desired outcomes / actions.
- Day 2 – Studio Work Session: Our team will work on-site to develop urban form, land use and circulation framework diagrams as appropriate for the City, as well as specific vision drawings for the identified Character Areas. We will meet

with stakeholders as necessary during the week to ask questions / review ideas. We will hold one public open house session (2 hours) to review progress.

- Day 3 – Synthesis and Public Presentation: Complete design / planning synthesis and prepare for an evening public presentation regarding the Preliminary Ideas, Vision Graphics and other Mission / Action Statements that characterize required elements for achieving the vision. We will present our work for the week to the public in an evening workshop.

1.5.2. Review/Refine (Post workshop refinements) - GAI will review the results (preliminary design ideas) with the City and Steering Committees at the conclusion of the Design Studio Workshop.

1.5.3. Preliminary Plan (Set of strategic initiatives to facilitate the big moves from the plan) Based on review, refinement and development of the planning work, we will compile work to date into a notebook of plans & graphics to describe the desired outcomes for the Citywide Frameworks and the more focused Character Areas.

- Overall Urban Framework Plan (Urban design framework drawings summarizing public realm, planning, and transportation ideas for the City)
- Preliminary Strategic Plan – Based on the direction of the Citywide and Character Planning, we will outline a set of strategic initiatives (topics) that would assist the City in facilitating the plan.

Deliverable - PowerPoint Presentation summarizing Preliminary Planning, Technical Workbooks / Memoranda summarizing the strategic direction of the plan.

1.6. Documentation

1.6.1. Overall Urban Framework Plan(s) – Based on the outcomes of the studio workshop and design refinement, GAI will complete an urban design framework drawing set that summarizes the public realm, planning, and design ideas for the City.

1.6.2. Future Transportation Network Plan Companion to Urban Framework Plan detailing future transportation network including street cross-sections, trails, and transit

1.6.3. Character Area Vision Plans – Small Area (1"=200') of defined study areas + graphics to support and define the defined small area planning ideas.

1.6.4. Recommended Comprehensive Plan Amendments to implement the recommendations of the plan identification of key issues which could be amended to better facilitate the desired vision.

1.6.5. Primary Action List – organized by Public Improvements, Policy Initiatives, Programs and Private Development (as appropriate).

Early Action, Progressive Steps and Long-Term Goals will form the initial phased approach to action. Order of magnitude cost budgeting will be provided as appropriate.

- 1.6.6. Draft Master Plan –Plan Components and Implementation Actions will be reviewed with City staff at key milestones and at draft completion (anticipated to include two reviews prior to presentation to final committee.) The Draft Master Plan will be presented to the City (and steering committee) for review and input. We will refine the plan one time based on the combined written comments of the City and Committees.
- 1.6.7. 100% Draft Plan Presentation – we will present the plan to the City and Public for final review and comment.
- 1.6.8. Final Master Plan – GAI will produce a final version of the *Kissimmee Land Use and Mobility Master Plan* as a color document suitable for printing, transmittal and posting (as appropriate) on web-based/social media outlets. We will conduct one final public presentation of the plan and actions.
- 1.6.9. Commission Briefings and Final Adoption – GAI will present the plan at an appropriate juncture in Draft Form to Commission, followed by Presentation for Adoption as appropriate for a Recommendation for Approval. The objective is to achieve approval for the plan, as well as for a specific list of implementable early phase project improvements.

Deliverable: Color Report document, formatted in InDesign, with narrative and graphics outlining the products defined in Parts 2.1 through 2.6. Original packaged files and PDF suitable for transmittal will be available to the Client.

Part 2 – Update to the Land Use and Transportation Elements of the Comprehensive Plan

This task involves the supporting administrative and procedural tasks required to utilize the large frameworks of the land use and transportation vision for the community developed and agreed upon in Part 2 to update the Land Use and Transportation Elements of the Comprehensive Plan. Engagement of staff would be largely through review workshops. GAI will participate in up to four (4) review workshops with City staff to develop, review, and refine the proposed Comprehensive Plan amendments. GAI will support Staff's presentation of the amendments to Commission.

Deliverable: Text and maps/graphics supporting Comprehensive Plan amendments stemming from Land Use and Mobility Master Plan.

Part 3 – Updates to the Land Development Code

Similar to the update to the Land Use and Transportation Elements of the Comprehensive Plan, it is anticipated that the Master Plan may identify portions of the Land Development Code that should be modified to fit with the broader City vision. GAI and Client agree that due to the uncertain scope and nature of these updates, this task will be further defined after the completion of Part 2 and will require an amendment to this proposal or a separate work authorization.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverables within eighteen (18) months, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE dated July 6, 2021. Services under this Proposal will be billed on a time and materials basis, not to exceed Three Hundred Thirty Thousand Dollars (\$330,000.00). An allocation for additional tasks has been made to accommodate additional meetings or work requested by the City. If, during the course of the project, there are significant changes to the scope of work outlined above (and as approved by the Client), the estimated cost will be modified accordingly.

Professional Services Fees			
Part	Description	Method of Payment	Fee
1.0	Land Use and Mobility Master Plan	Hourly	\$ 255,000.00
2.0	Update to the Land Use and Transportation Elements of the Comprehensive Plan	Hourly	\$ 30,000.00
Additional Tasks / Contingency			\$ 15,000.00
3.0	Updates to the Land Development Code	To Be Determined	
Total Fee			\$ 300,000.00

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.

2. Client intends to utilize GAI products (i.e., the plans, sketches, and other information produced during this engagement) for purposes that include marketing and project development.
3. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
4. Client represents that they have not performed environmental investigation and no investigation is required for this assignment.
5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within seven (7) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within seven (7) calendar days.
11. **PURSUANT TO FLORIDA STATUTE 558.0035(1)(C),
TO THE FULLEST EXTENT PERMITTED BY LAW,
CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE
OR AGENT MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE.**

Please do not hesitate to contact me at 321-319-3125 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

**Anthony B.
Drury**

Digitally signed by
Anthony B. Drury
Date: 2023.11.17
14:57:20 -05'00'

Blake Drury, AICP
Assistant Vice President
Director, Planning and Urban

**Peter C.
Sechler**

Digitally signed by Peter
C. Sechler
Date: 2023.11.17
15:02:06 -05'00'

Pete Sechler, PLA / AICP
Vice President
Senior Director, Community
Solutions Group

ABD/cl

REQUESTED AND AUTHORIZED BY:

City of Kissimmee

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____



Memorandum

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

To	Ashley Cornelison	Pages 1
CC	Andrew McCown, Pete Sechler	
Subject	Draft Schedule – Kissimmee Land Use and Mobility Master Plan	
From	Blake Drury	
Date	November 17, 2023	

Project Initiation (1.1)	January 2024
Discovery (1.2)	February – April 2024
<i>Public Kickoff Event</i>	<i>March 2024</i>
<i>Stakeholder Interviews</i>	<i>March 2024</i>
<i>Community Walking Audits</i>	<i>April 2024</i>
Technical Due Diligence (1.3)	February – March 2024
Analysis and Synthesis (1.4)	May 2024
Design Studio Workshop (1.5)	June/July 2024
Review/Refinement (1.5)	July – August 2024
Preliminary Plan (1.5.3)	September 2024
Documentation (1.6)	October – December 2024
Final Master Plan (1.6.8)	December 2024
Commission Briefings and Adoption	January – February 2025
Comp Plan Updates	March – July 2025

END NOTES

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070
gaiconsultants.com

A GAI Consultants, Inc. Service Group

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE**

THIS AGREEMENT made and entered into this 6 day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and GAI Consultants, Inc. 618 East South Street, Suite # 700, Orlando, Florida 32801 (hereinafter "CONSULTANT") and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

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

WHEREAS, CITY advertised RFQ 2021-001 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process the CITY has determined that CONSULTANT, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ.

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

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation

package and any addenda thereto.

1.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care, and as more fully described within the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval of submissions by additional authorities having jurisdiction, as may be applicable.

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

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

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

1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next (3) three years. The CITY shall retain the option, at its sole discretion, to award up to two (2), one-year renewal periods to the CONSULTANT.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY's behalf as the CONSULTANT's contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to the City Representative.

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

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT's work products.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule. If the CITY and CONSULTANT approve any changes, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT's service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this Agreement which may be due and owing at the time of such termination.

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in performance of any provision herein, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this Agreement before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this Agreement for convenience with sixty (60) days prior written notice. CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing and signed by that Party or a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT

exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this Agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer, at no cost to the CITY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology system of the

CITY.

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

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning services in one of two forms:

- A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
- B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

7.2 Payments on account of the CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT's invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants as follows:

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

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY's Representative at mutually convenient times.

Article 8. Notices.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Cornelison	Peter C. Sechler, PLA/AICP
Senior Planner	Vice President
City of Kissimmee Development Services Department	GAI Consultants, Inc.
101 Church Street	618 East South Street, Suite # 700
Kissimmee, Florida 34741	Orlando, Florida 32801
Ashley.Cornelison@kissimmee.gov	P.Sechler@gaiconsultants.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property

which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include the CITY as an Additional Insured and Certificate Holder. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures, and additional coverage, as may be applicable, shall be made in accordance with the following:

- A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.
- B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish

certificates of insurance evidencing renewal of such coverage to the CITY.

- C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

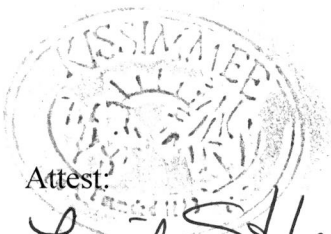
10. The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT's negligent performance of the obligations and duties outlined in this Agreement and described in further detail in the Scope of Services. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to its culpability or any share of any amount levied to recognize more than actual economic damage.

11. Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:



Attest:

Runde Stansell
City Clerk

Olga Gonzales
Mayor-Commissioner
Date: 7/06/2021

Approved as to form & legality

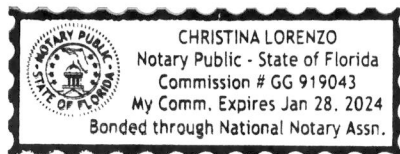
Olga Sanchez de Gu
City Attorney

CONSULTANT:

Peter C Sedler
Signature
Peter C Sedler
Printed Name
Title: Vice President
Date: 7 June 2021

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7th day of June, 2021 by Peter C. Sedler, as _____, who is personally known to me or has produced _____ as identification.



Christina Lorenzo
Notary Public
Christina Lorenzo
(Print, Type or Stamp Name)

My Commission Expires: Jan. 28, 2024

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING
SERVICES SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

- I. General Planning Services may be included but not limited to:
 - a. Comprehensive Plan update / amendments;
 - b. Land Use Planning Studies;
 - c. Redevelopment / infill Plans;
 - d. Activity center / corridor planning;
 - e. Scenario planning and build out analysis;
 - f. Demographic studies;
 - g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
 - h. Strategic Planning and Evaluation;
 - i. Historic Preservation planning;
 - j. Land Development Code updates; and/or
 - k. Other general planning consulting services as directed

- II. Market Analysis may include but is not limited to:
 - a. Barrier analysis to redevelopment and infill;
 - b. Areas market study and analysis;
 - c. Economic development;
 - d. Demographics / socio-economic analysis;
 - e. Economic assessment; and/or
 - f. Viability for specific development types.

- III. Transportation Planning Services may be included but not limited to:
 - a. Performing and or reviewing individual traffic analysis for private development;
 - b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
 - c. Providing annual traffic counts and other counts for special studies
 - d. Roadway conceptual analysis;
 - e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
 - f. Performing periodic reports on Multimodal Transportation District and Vine Street.

- IV. Geographic Information Systems (GIS) Mapping and Support.
- V. Graphics / Renderings
 - a. Landscape renderings;
 - b. Photo montages;
 - c. Concept plans; and/ or
 - d. Branding and publications.
- VI. Public Involvement / Consensus Building

EXHIBIT "B" **CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES** **HOURLY RATES**

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:

EXHIBIT "B"

2020 Community Development Florida Rate Schedule	
Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.	
Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2021. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.	
Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$275.00
CSG Senior Director	\$245.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$105.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$155.00
Project Environmental Specialist	\$95.00
Expert Witness	\$350.00
Principal	\$300.00
Technical/Professional 22	\$285.00
Technical/Professional 21	\$265.00
Technical/Professional 20	\$250.00
Technical/Professional 19	\$240.00
Technical/Professional 18	\$230.00
Technical/Professional 17	\$220.00
Technical/Professional 16	\$210.00
Technical/Professional 15	\$200.00
Technical/Professional 14	\$190.00
Technical/Professional 13	\$180.00
Technical/Professional 12	\$170.00
Technical/Professional 11	\$160.00
Technical/Professional 10	\$150.00
Technical/Professional 09	\$140.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$120.00
Technical/Professional 06	\$110.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$80.00
Technical/Professional 02	\$70.00
Technical/Professional 01	\$60.00
Technical/Support 1	\$50.00

EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF
INSURANCE REQUIREMENTS

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



EXHIBIT "C"

DATE
04/20/21

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
221018	01/01/21	12/31/21

LIMITS OF LIABILITY	\$1,000,000	EACH CLAIM
	\$2,000,000	ANNUAL AGGREGATE

PROJECT DESCRIPTION

Project Number: R210133.00 - City of Kissimmee Planning CSA
Client Contract Number: RFQ 2021-001 Continuing Services Contract for Professional Planning Consulting Services

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc.
(Pittsburgh)
385 E. Waterfront Drive
Homestead, PA 15120-5005

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read 'David C. Cichetti', written over a horizontal line.

President

CERTIFICATE HOLDER	CANCELLATION
City of Kissimmee 101 Church Street Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

		CERTIFICATE OF LIABILITY INSURANCE		Acct#: 2706974		DATE (MM/DD/YYYY) 04/21/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610				CONTACT NAME: Lockton Affinity PHONE (A/C, NO Ext): 877-320-9393 E-MAIL ADDRESS: EFM@locktonaffinity.com				FAX (A/C, No): 913-652-7599	
INSURED GAI Consultants, Inc. 385 East Waterfront Drive Homestead, PA 15120				INSURER(S) AFFORDING COVERAGE				NAIC #	
				INSURER A: Old Republic Insurance Company				24147	
				INSURER B:					
				INSURER C:					
				INSURER D:					
				INSURER E:					
				INSURER F:					

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY Claims Made Occur						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJEC LOC OTHER						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS	X		L243256-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS- D RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR:1GL1

Certificate holder is an Additional Insured where required by written contract. Insurance is primary and non-contributory. Project Number: R210133.00 - City of Kissimmee Planning CSA. Client Contract Number: RFQ 2021-001 Continuing Services Contract for Professional Planning Consulting Services. The City of Kissimmee is an additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Kissimmee 101 Church Street Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

**Person(s) or
Organization(s):**

Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.



GAICONSUL1

PJORDAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2021

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

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

PRODUCER License # 60236 HDH Group Inc 210 Sixth Avenue 30th Floor Pittsburgh, PA 15222	CONTACT NAME: Andrea Buczynski PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: andrea.buczynski@hubinternational.com
INSURED GAI Consultants, Inc. 385 E. Waterfront Drive Homestead, PA 15120	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company 20508 INSURER B: The Continental Insurance Company 35289 INSURER C: Ironshore Specialty Company 25445 INSURER D: Travelers Casualty & Surety Company of America 31194 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6050488311	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 OHIO STOP GAP \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6050441991	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6050442655	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			ICELLUW00100888	10/1/2020	10/1/2021	\$ 5,000,000
D	Cyber			106456841	1/21/2021	1/21/2022	\$ 5,000,000

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

Umbrella coverage is Excess and follows form on the following policies:

COMMERCIAL GENERAL LIABILITY (INCL OH STOP GAP) - VALLEY FORGE POLICY NO. 6050488311

AUTOMOBILE LIABILITY - OLD REPUBLIC POLICY NO. L243256-20

EMPLOYER'S LIABILITY - VALLEY FORGE POLICY NO. 6050442655

RE: Project # R210133.00 - City of Kissimmee Planning CSA - RFQ 2021-001 Continuing Services for Professional Planning Consulting
City of Kissimmee is named additional insured as required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division 101 Church Street Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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VALLEY FORGE INSURANCE COMPANY

Insured Name: GAI CONSULTANTS, INC.

Policy No: 6050488311

Endorsement No: 10

Effective Date: 10/01/2020

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	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: GAI CONSULTANTS, INC.

Policy No: 6050488311

Endorsement No: 10

Effective Date: 10/01/2020

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ITEM 7.E

Acceptance of Donation from the Walmart Foundation

Request

Approval to accept a \$7,800 donation from the Wal-Mart Foundation for the purchase of Christmas gifts for the “Shop with a Cop” Program.

Explanation

The Wal-Mart Foundation has awarded the Kissimmee Police Department a donation in the amount of \$7,800. The following checks have been received and await approval to be accepted by the Commission:

Wal-Mart Check Number 244909 Date: 12/09/2023 Amount: \$4,400

Wal-Mart Check Number 246154 Date: 12/07/2023 Amount: \$3,000

Wal-Mart Check Number 266241 Date: 12/27/2023 Amount: \$ 400

These donations are part of the Wal-Mart Foundation’s commitment to the communities in which its stores are located.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01500366 366002		Increase	7,800	
01530203 505255		Increase	7,800	

Financial Summary:

Funding will be used to purchase Christmas gifts for underprivileged children who will be accompanied by uniformed police officers.

Recommendation

Acceptance of donations in the amount of \$7,800 from the Wal-Mart Foundation for the purchase of Christmas gifts for the “Shop with a Cop” program and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

City of Kissimmee

None

ITEM 7.F

Second Amendment to Contract for the Marydia Community Center

Request

Approval of the Second Amendment to contract #20230295 between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center through June 30, 2024 not to exceed \$103,676.

Explanation

Osceola County and the City of Kissimmee entered into an Interlocal Agreement for recreational services at the Marydia Community Center on January 22, 2019 and a First Amendment on December 13, 2021 that extended the original contract date. These afterschool and summer programs have been well received and continue to serve the needs of the local Marydia Community. The City's Parks and Recreation Department operates the community center during regular business hours and the County coordinates after-hour functions and facility maintenance.

This Second Amendment, amends Section 4: Financial Responsibilities so that the County pays the City \$103,676 for the first 6 months of 2024 in monthly increments of \$17,279.33, beginning in January, as well as Section 5: Term of Agreement, which will extend the agreement through June 30, 2024, and may be extended upon mutual agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100337-337103		Increase		\$103,676

Financial Summary:

Osceola County will pay the City of Kissimmee the amount of \$103,676 for the first six months of 2024 in monthly increments beginning in January 2024.

Recommendation

Approval of the Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center through June 30, 2024 not to exceed \$103,676.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

City of Kissimmee

Attachment(s):

1. Interlocal Agreement - COK Recreation Programs EXECUTED 01-19-2019
2. Amendment 1 - COK Recreation Programs EXECUTED 12-13-2021
3. (S) Second Amendment Marydia



**INTERLOCAL AGREEMENT BY AND BETWEEN
OSCEOLA COUNTY AND THE CITY OF KISSIMMEE
REGARDING PROVISION OF RECREATIONAL PROGRAMS
AT THE MARYDIA COMMUNITY CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as the "County") and the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the County owns and operates the Marydia Community Center, located at 707 Sawdust Trail, Kissimmee, FL 34744 (hereinafter referred to as the "Center") for the benefit of members of the community; and

WHEREAS, this facility serves as a major focal point for community related activities; and

WHEREAS, the Parties are mutually interested in providing recreational programs and community events for the benefit of community residents; and

WHEREAS, in an effort to provide efficient and effective government services for the community, the parties desire for the City to provide such programs at the Center; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this agreement is to set out terms for the City to provide after-school care for ages 5-12, and summer recreational programs for children Grades K-5 at the Center.

2. SERVICES PROVIDED AT CENTER.

Currently, the Center is used for County events, community events, private rentals, and by the Supervisor of Elections from time to time as a polling location. Pursuant to this Agreement, the City Parks and Recreation Department shall provide programs for Osceola County residents.

2.1 City Programs Conducted at Center.

The City will provide the following free programs at the Center:

2.1.1 Summer camp program for grades K-5 each year for eight (8) weeks, Monday through Friday.

2.1.2 School year programs each year for forty-three (43) weeks, Monday through Friday. This includes after-school programs each weekday.

2.1.3 Community events: Fall into Fun, Breakfast with Santa, and Easter Jam.

The City shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth herein.

2.2 **Scheduling.**

2.2.1 **City Programs – Hours and Days of Operation.** Hours of operation for the City program activities identified in Section 2.1 will be submitted annually by January 1 of each year and must be approved by the County Manager or his designee.

2.2.2 **Coordinating Programs and Events.** City program schedules will be incorporated into the County facility reservation system, so those hours can be blocked for the portions of the facility used by the City.

2.2.3 The County will coordinate with the City to avoid conflicts with the regular program activities of the City. The Center has been established for the enjoyment and use of the local community, and as such there are a number of civic organizations, both for profit and nonprofit, that currently use or rent the facility. These organizations will continue to have use of the Center on weekends and after program hours from 6 PM until 8 PM on available weekdays.

3. **PROVISION AND MAINTENANCE OF FACILITIES.**

3.1 **The Property.** For and in consideration of the covenants and obligations specified in this Agreement, the County's Center, including the common entrance and driveway, parking area, Quonset hut and associated grounds, as well as the interior of the Center, shall be made available to the City to provide the programs outlined herein. The City shall provide day-to-day operation of the Center, subject to the conditions and limitations herein expressed, for so long as this Agreement is in effect and the City is providing the services set forth in this Agreement.

3.2 **Responsibilities of the County.**

3.2.1 **Capital Improvements.** Should capital improvements to the Center be deemed necessary by the County, the County, in its sole and absolute discretion, will allocate capital funding to be associated with building renovation, modification and construction, furnishings, and fixtures to be included within the Center. Efforts will be made by the Contract Manager to include the City Parks and Recreation Department in any major design and decision making regarding the project. The Contract Manager will be responsible for project budget oversight, renovation, modification and construction coordination, safety, site access, and security during renovation and construction.

3.2.2 **Facility Maintenance.** Except to the extent required of the City below, the County shall be responsible for routine maintenance of the water, sanitary sewer, heating/ventilating/air conditioning, and all life safety systems including fire alarm and sprinkler systems, exit and emergency lighting, fire extinguishers and the annual and quarterly certifications as required for the Center. The County will be responsible

for repair and maintenance of any sound or computer system equipment. The County also shall be responsible for major Center structural repairs, locks, doors and associated hardware, exterior maintenance of the building, landscaping, and for the maintenance of the common entrance, sidewalk, driveway, playground and parking lot. Refurbishment and maintenance programming will be appropriate for the extensive use of the facility.

3.2.3 Utilities. The County, at its sole cost and expense, shall obtain and promptly pay for all services furnished to or consumed within the Center, including, but not limited to; electric, cable, telephone, gas, water, sewer, garbage collection and all charges related to any of these services.

3.3 Responsibilities of the City.

3.3.1 Use of the Center. The City shall use the Center solely for the programs outlined in Section 2.1 and for no other purpose without the prior written consent of the County.

The City recognizes that the community uses various parts of the Center, and the County will coordinate with the City to designate areas in which children are allowed to move about. Public areas are the hallways, restrooms, offices and entrance foyer. Children needing to be in these areas are to be supervised and required to walk.

3.3.2 Upkeep of the Facility. Except for those items to be maintained by the County as set forth in Section 3.2.2, the City agrees to maintain, in good order and condition, all non-structural interior portions of the Center, and shall ensure that all portions of the Center are safe, attractive, clean, and in an orderly condition, free of rubbish, graffiti, debris, and unlawful obstruction. Listed below are the minimum basic maintenance standards required of the City. The City will be responsible for maintaining Material Safety Data Sheets (MSDS) for all products used at the site.

The City will be responsible for the following:

(a) Janitorial

Restrooms

Clean and restock as needed, at a minimum daily (sometimes restrooms are cleaned several times a day, depending on activities)

Clean countertops, sinks, toilets

Mop floor (neutral floor cleaner), provided by County

Stock toilet paper, paper towels, hand soap, provided by County

Floors

Mop or sweep all floors daily (neutral floor cleaner), provided by County

Vacuum offices, hallways and computer room daily

Clean all scuffmarks on all flooring as required, or minimally on a monthly basis

Kitchen

Clean countertops, sink

Clean all appliances including refrigerator, food warmer, ice machine (use a specifically-designed stainless steel cleaner on all stainless steel items), provided by County

Lighting

Replace light bulbs as needed, provided by County

Trash

Empty trash inside the building daily (City will supply trash bags)

Keep trash picked up around the outside of the building as needed, and minimally once per day

Setting up for events

Set up and take down tables and chairs for events. Set-up of tables and chairs varies depending on the event

Wash off tables and chairs as needed

Set up sound system when needed for events

Other

Keep walls cleaned and paint when necessary, provided by County

Clean tables using an environmentally neutral product, provided by County

Perform weekly inspection of basketball court, area fencing and playground area/equipment. Make sure that nothing is broken on any of the equipment.

Notify County if an item needs to be repaired. Close the playground and notify the County if any condition is deemed unsafe. Playground to remain closed until County makes necessary repairs.

Clean the mirrors in the gym several times a week as needed using a glass cleaner

(b) HVAC

Replace AC filters monthly – use bleach to clean, filters provided by County

(c) Plumbing

Unclog toilets as needed

3.3.3 Compliance with Legal Requirements. During the term of this Agreement, the City shall comply with and cause the Center to be in compliance with:

(a) All laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently contemplated, that are applicable to the Center or the uses conducted at the Center, including without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and all statutes, rules and regulations regarding background checks, fingerprinting and drug and alcohol free workplace for employees and volunteers of the City;

(b) The terms of any easements, covenants, conditions, and restrictions affecting the Center that are permitted encumbrances or are created with written consent of the County after the date of this Agreement. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term because of any of the requirements

contained in this subsection 5.8, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole responsibility of the County.

3.3.4 **Staffing.** The City will be responsible for all staffing needs sufficient to support operation of the Center in the manner described in this Agreement. This includes staffing necessary for support of program activities, including chair and table set-up and take-down and closing the Center. Staffing may include volunteers and part-time staff, so long as one paid, full or part time supervisory staff person representing the City is present at all times the Center is occupied. All staff must have a current, national background check, allowing them to work with and around children.

3.3.5 **Annual Inventory.** The City will provide a complete inventory of all items within the facility owned by the City by January 15th of each year. The inventory shall include individually assessed values for each item listed. Except for personal property brought to the Center by individuals for their use, all other items located at the Center, whether or not listed on the inventory, and those owned or purchased by the City and or County for the City programs throughout the term of the Agreement, are considered and shall remain the property of the County.

3.3.6 **Annual Reporting.** The City, in coordination with the County Manager or his designee, shall present an annual report to the BCC.

3.3.7 **Advertising/Signage.** During the term of this Agreement, the City shall be permitted to use space designated by the County within the Center to advertise and to encourage visitors to the Center or Center-related activities. The location and content of all signage (i.e., directional, informational, or interpretive) and exhibits must be approved jointly by the City and the County Manager or his designee prior to purchase or installation to ensure conformance with zoning requirements, continuity, and consistency with County-established standards. The City will provide all program advertising and promotion.

3.3.8 **Motion Picture License.** The City will secure a Motion Picture Licensing Corporation (MPLC) Certificate of License annually

4. **FINANCIAL RESPONSIBILITIES.**

4.1 **Operational Funding.** Subject to the terms and conditions set forth herein, upon full execution of this Agreement, the County will pay the City the amount of \$162,733 for the 2019 calendar year beginning in February 2019, in monthly increments beginning in February, 2019. Subsequently, for a period of two consecutive years, the City will receive an annual increase equal to the increase that City of Kissimmee employees receive, not to exceed 5% to cover cost increases in salaries and benefits, and a 3% increase annually to cover cost increases in materials and equipment. This contract may be extended for up to two additional years with the agreement of both parties. In such case, the two additional years would also include a 5% increase annually to cover cost increase in labor and a 3% increase annually to cover cost increases in materials and equipment. (See Exhibit C)

Funding will be paid by the 15th of each month, as indicated below:

Starting	Monthly payment	Annual funding amount
February 2019	\$14,793.91	\$162,733.00
January 2020	\$15,085.08	\$181,021.00
January 2021	\$15,782.75	\$189,393.00
Optional contract extension:		
January 2022	\$16,513.67	\$198,164.00
January 2023	\$17,279.33	\$207,352.00

The services to be performed in accordance with this Agreement are subject to annual appropriation of funds by the County. Failure of the County to appropriate funds in the budget will be considered a default by the County and termination of the agreement.

5. TERM OF AGREEMENT.

The initial term of this Agreement shall commence on the first day of the month following the date the last party executes the Agreement, which is the effective date, and shall continue until the earlier of December 31, 2021, or termination as set forth below.

5.1 Termination. This Agreement may be terminated:

(a) By either party if the other party fails to perform any of its obligations under this Agreement and does not cure such failure, after notice, within the time periods specified in Section 7 hereof; or

(b) Either party provides notice of its intent to cancel this Agreement by providing 90 days' notice, in writing. During this time period, the Center is to remain open and operational per this Agreement. All remaining items become the uncontestable property of the County. Only personal property owned by the City, and identified within the approved City inventory, may be removed by the City from the Center. The City will be responsible for any and all costs associated with the vacation process until completed, including after the term ends.

(c) As further set forth herein.

5.2 Funding Upon Termination or Dissatisfaction. In the event of termination of this Agreement by the County, and not due to default by the City, the City may retain compensation only for those services completed prior to the effective date of termination. All remaining funds must be returned to the County, along with an accounting of all retained and returned funds, within thirty (30) days of termination. In the event of termination of this Agreement due to breach or default by the City, or at the written request of the City, the City may retain compensation only for those services completed prior to the effective date of termination. This provision shall in no way be construed as the sole remedy available to the County in the event of breach or default by the City.

6. INSURANCE.

6.1 The City shall provide the County proof of insurance annually, prior to January 1 of each year this Agreement is in effect.

6.1.1 Types of Insurance. At all times during the term of this Agreement, the City shall maintain:

(a) Commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Property, or otherwise arising under this Agreement;

(b) \$5,000,000 in general liability insurance;

(c) Commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) Appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

6.1.2 Amount. Such liability insurance shall be maintained in the following minimum amounts:

(a) Commercial general liability
\$1,000,000 per occurrence
\$1,000,000 damage to rental premises
\$1,000,000 personal and advertising injury
\$1,000,000 products-completed operations aggregate; and

(b) Umbrella or excess liability
\$4,000,000 per occurrence and aggregate; and

(c) Automobile liability
\$1,000,000 per accident (PI and PD combined single limit); and

(d) Workers compensation
As required by law; and

(e) Professional liability/errors & omissions
\$1,000,000 per occurrence/aggregate – including entity coverage; and

(f) Crime coverage
Type: Blanket Crime Bond Limit: \$400,000, or
Crime Liability Policy for \$1,000,000; and

(g) Sexual misconduct/abuse liability endorsement.

6.3.3 County Maintains Casualty Insurance. At all times during the term of this Agreement, the County shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage to the Center for the full insurable value thereof.

6.3.4 Insurance Defaults. All such insurance shall be written in form and substance satisfactory to the County in its sole judgment by an insurance company of

recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. Upon failure of the City to procure, maintain, and pay all premiums therefore, the County may do so at its option and the City agrees to pay the cost thereof to the County upon demand, together with interest thereon at the prime rate. Notwithstanding the foregoing, the County shall provide 30 days' written notice to the City of its intent to procure insurance upon the City's failure to do so, during which period the City shall be entitled to cure its failure; provided however, that no notice or opportunity to cure shall be required if insurance for the Center has lapsed. The City shall furnish evidence of such insurance to the County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving the County thirty days prior written notice of such proposed action, except in the event of non-payment of the premium, for which the County shall be given 10 days written notice of such proposed action. Osceola County Board of County Commissioners shall be named as additional insured on all liability policies.

7. DEFAULT; REMEDIES.

7.1 Default and Remedies. Any one or more of the following events shall constitute an event of default by the City under this Agreement:

(a) The City fails to perform or observe any covenant or condition to be performed or complied with by the City under this Agreement, and the failure continues for thirty days after written notice by the County to the City, or, if the default complained of is not a monetary default and is of such a nature that it cannot reasonably be completely cured or remedied within such 30-day period, the City fails to commence to cure the default during the 30-day period, or does not thereafter diligently prosecute such remedy or cure to completion;

(b) The City files or there is filed against the City a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or

(c) An order is entered adjudicating the City bankrupt or approving an involuntary petition seeking a reorganization of the City under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of the City, and the order is not vacated or stayed within one hundred eighty days of entry; or

(d) This Agreement or the Center or any part of the Center is taken upon execution or by other process of law directed against the City or is taken upon or subjected to any attachments by any creditor of the City or claimant against the City, and the attachment is not discharged within thirty days after its levy. The County shall have the right, at its option, then or at any time while the event of default continues, to give a written notice specifying a date on which this Agreement shall terminate, and on that date, subject to any provisions of this Agreement, relating to the survival of the City's obligations, this Agreement shall terminate.

7.2 County Remedy. In the Event of a Default by the City, the County shall have the following remedy: the right, at its option, then or at any time while the default continues to give a written notice specifying a date on which this Agreement shall terminate with a minimum of 90 days'

notice, and on that date, subject to any provisions of this Agreement relating to the survival of the City's obligations, this Agreement shall terminate. Upon such termination, the County may re-enter and take complete and peaceful possession of the Center and, with or without process of law, remove all persons and all furniture, fixtures, equipment and other personal property located on the Center, and owned or leased from third parties by the City, by force or otherwise, without being liable in damages for these actions, in which event the City shall peacefully and quietly yield up and surrender the Center to the County.

7.3 County Default. If the County shall violate, neglect, or fail to perform or observe any of the representations, covenants, provisions, or conditions contained in this Agreement on its part to be performed or observed, which default continues for a period of more than thirty days after receipt of written notice from the City specifying such default, the City may give a written notice specifying a date on which this Agreement shall terminate and on that date this Agreement shall terminate.

7.4 General Non-Compliance. If the City is found to not be in compliance at any time, the County Manager, or his designee, may issue a written notice of non-compliance requiring a maximum fifteen (15) day resolution towards compliance of any identified issue. Following notification, failure to find resolution and be in compliance with this Agreement may result in termination of the Agreement by the County following ninety (90) days' notice.

7.5 Notice and Cure. In the event any party breaches the terms and provisions of this Agreement, the non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. The party who has breached this Agreement shall remedy its breach within three (15) business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the three-business-day period, in which case additional time shall be afforded, provided cure is begun within the three-business-day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from receipt by the defaulting party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

7.6 Self-Help. If an event of default occurs as a result of the City's failure to pay any assessments or other charges, or maintain required insurance coverage, the County, without waiving or releasing any obligation or event of default, may (but shall be under no obligation to) make the payment for the account and at the expense of the City. All sums so paid by the County, together with interest thereon at the prime rate, shall be paid by the City to the County on demand.

7.7 Damage or Destruction. If the Center or any part thereof is damaged or destroyed by fire or other casualty, then the County, at County's option, may repair, restore, replace or rebuild the Center. If the repair of the Center is reasonably anticipated to exceed nine months, then either party may terminate this Agreement by providing notice, in writing, to the other party within ninety days after the occurrence of such damage or destruction.

8. GENERAL PROVISIONS

8.1 No Waiver. No waiver or assent, express or implied, to any breach of covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by a party's failure to enforce the terms of this Agreement strictly, unless such waiver shall be in writing and shall state the specific act or failure the party has agreed to not treat as an event of default.

8.2 Entry and Inspection. During the entire term of this Agreement, or any extension hereof, the County shall have the right to enter upon and inspect the Center, for any purpose, at any reasonable time.

8.3 Surrender. Upon the termination of the City's rights of use under this Agreement (whether as a result of the expiration of the Term, or any sooner termination thereof in accordance with the terms of this Agreement), the City shall immediately surrender use of the Center to the County in the same condition and state of repair as the Center was in upon delivery of possession thereof to the City under this Agreement, reasonable wear and tear excepted. The City shall also thereupon surrender all keys for the Center to the County. The City shall remove all its trade fixtures and those improvements which the County requests to be removed before surrendering the Center to the County as aforesaid, and the City shall promptly repair any damage caused to the Center thereby. Title to all alternations, additions, decorations, improvements, that are not removed as required shall immediately vest in the County. The City's obligation to observe or perform this covenant shall survive the termination of this Agreement and the City's rights of use hereunder. If the City fails to surrender the Center upon termination or expiration of this Agreement and the County has not consented in writing to such holdover, in addition to any other remedies available to the County, the City shall defend, indemnify and hold the County harmless from all costs, including attorney's fees and liability resulting from such failure.

8.4 Assignment. The City shall not be permitted to assign, nor transfer any of its rights and obligations under this Agreement without the prior written consent of the County, which may be withheld in its absolute discretion.

8.5 Professional Fees. Each party shall be responsible for securing its own counsel for representation relative to all matters associated with performance of this Agreement, unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

8.6 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.

8.7 Extension of Time Periods. In the event that the last day of any period of time on any date specified in this Agreement shall fall on a weekend or legal holiday, or any day when governmental offices in Osceola County are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices are open.

8.8 No Joint Venture. Nothing in this Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between the County and the City.

Page 201 of 538

be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three (3) days after the date mailed.

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

8.15 Governing Law and Venue. This Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

8.16 Litigation. In any action at law or in equity between the parties hereto occasioned by a default hereunder, the prevailing party shall be entitled to collect its reasonable attorneys' fees actually incurred in the action from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party who receives substantially the relief sought. If the prevailing party utilizes "in-house" counsel, such party's reasonable costs, expenses and overhead for the time expended by the prevailing party for such in-house counsel in the aforementioned action shall be recoverable by the prevailing party in the same manner as other attorneys' fees.

8.17 Waiver of Jury Trial. Each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this Agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any party hereto may file a copy of this Agreement with any court as conclusive evidence of the consent of the parties hereto to the waiver of any right they may have to trial by jury.

8.18 Radon Disclosure. 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 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 the county public health unit. The City has made no independent inspection of the Property to determine the presence of conditions that may result in radon gas and the County will make no independent inspection prior to occupancy; however, the City is not aware of any such condition. Certain building methods and materials have been proven to reduce the possibility of radon gas entering the building.

8.19 Auditing, Records and Inspection. In the performance of this Agreement, the City shall, in compliance with generally accepted accounting procedures, maintain adequate records and supporting documentation applicable to all services, work, information, expenses, costs, invoices, and materials, provided and performed pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the City for a minimum of five (5) years from the date of

natural expiration or termination of this Agreement, and/or any Amendment(s) hereto. The County and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement, and during the five (5) year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the County. The County has the right to terminate this Agreement based upon the findings in any audit, without regard to any notice requirement for termination.

8.20 Indemnification. The City agrees to indemnify, defend, and hold the County and its commissioners, officers, employees, and agents harmless from and against any and all claims, demands, civil or criminal actions (including enforcement proceedings initiated by any government agency), penalties, suits, proceedings and liabilities (including the cost of defense, settlement, appeal, reasonable attorney's fees and disbursements and any other amounts payable to third parties in connection with such matters) and costs and expenses related thereto ("Claims"), that the County, its officers, employees or agents may have alleged against them, incur, become responsible for, or pay out for any reason caused by failure of the City to perform its obligations under this Agreement; provided that the City shall have no liability hereunder for (i) any claim arising from or in connection with the negligence or willful misconduct of any person, other than of City employees, volunteers, members, agents and contractors, nor for (ii) any claim arising from or in connection with the County's willful misconduct, negligence, or failure to fulfill any County obligation hereunder.

The County agrees to indemnify, defend, and hold the City, its commissioners, employees, volunteers, members and agents harmless from and against any and all Claims that the City, its commissioners, employees, volunteers, members or agents may have alleged against them, incur, become responsible for, or pay out for any reason caused by the failure of the County to perform its obligations under this Agreement; provided that the County shall have no liability hereunder for (i) any Claim arising from or in connection with the negligence or willful misconduct of any person, other than of a County commissioner, officer, employee, agent or contractor, nor for (ii) any Claim arising from or in connection with the City's willful misconduct, negligence, or failure to fulfill any City obligation hereunder.

In the event any action or proceeding is brought against any indemnified party with respect to which indemnity may be sought hereunder, the indemnifying party, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel selected by the indemnifying party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the indemnified party shall have the right to review and approve or disapprove any such compromise or settlement. Each indemnified party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the indemnifying party shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such indemnified party may only employ separate counsel at the expense of the indemnifying party if in its judgment a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

The provisions of this Section are intended to be severable from all other provisions of this Agreement and to survive the termination of this Agreement and not be merged into any termination of this Agreement. The Parties expressly retains all rights, benefits and immunities of sovereign

immunity in accordance with Section 768.28, Florida Statutes (2013), as may be legally applicable. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Parties for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort.

9. PUBLIC RECORDS.

9.1. If the City has questions regarding the application of chapter 119, Florida Statutes, to the City's duty to provide public records relating to this contract, contact the custodian of public records at

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

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

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the City or keep and maintain public records required by the County to perform the service. If the City transfers all public records to the County upon completion of the contract, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- (e) If the City does not comply with a public records request, the County shall enforce the contract provisions in accordance with the Agreement.

SIGNATURES ON THE FOLLOWING PAGE

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____

~~Chair/Vice Chair~~

county manager

1/22/2019

ATTEST:

OSCEOLA COUNTY CLERK OF THE BOARD

By: _____

Rachel Wildermuth
Clerk/ Deputy Clerk of the Board

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

Consensus of the Board
December 17, 2018

CITY OF KISSIMMEE

By: _____

Mayor- Commissioner

Date: _____

January 15, 2019

ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Dr. Smith
City Attorney

Exhibit A (Year One Proposed Budget)

PROGRAM SERVICES AND BUDGET SPREADSHEET

Marydia Community Center Budget Detail	Subtotal	Grand Total
SALARIES AND WAGES (includes 8% benefits)		
Summer Camp		
Staff: 3 x \$11.50/hr x 40 hours x 9 weeks + 8%	\$13,414.00	
Staff: 1 x \$9.50/hr x 40 hours x 9 weeks + 8%	\$3,694.00	
		\$17,108.00
School Year		
Before School		
Facility Attendant: 1 x \$9.50/hr x 6hr x 5 days x 52 weeks + 8%	\$16,006.00	
Rec Leader II: 1 x \$10.50/hr x 6 hr x 5 days x 43 weeks + 8%	\$14,629.00	
		\$30,635.00
After School		
Facility Attendant: 1 x \$9.50/hr x 6 hr x 5 days x 52 weeks + 8%	\$16,006.00	
Rec Leader II: 1 x \$10.50/hr x 6hr x 5 days x 43 weeks + 8%	\$14,629.00	
Rec Leader I: 1 x \$9.50/hr x 6 hrs x 5 days x 43 weeks + 8%	\$13,235.00	
		\$43,870.00
Full Time Recreation Specialist (52 weeks): 1 x \$29,822 + 50%		
Benefits		\$48,461.00
TOTAL SALARIES AND WAGES		\$140,074.00
OTHER CONTRACT SERVICES		
Summer Camp		
Field trips (9 trips x 54 children x \$14.00 per child)	\$6,804.00	
Bus services (18 trips x \$275.00)	\$4,950.00	
Community Events		
Fall into Fun	\$200.00	
Breakfast with Santa	\$400.00	
Easter Jam	\$200.00	
Janitorial/Custodial (\$75/week x 50)	\$3,750.00	
TOTAL CONTRACT SERVICES		\$16,304.00
RENTALS AND LEASES		
Summer Camp	\$500.00	
Community Events		
Fall into Fun	\$150.00	
Breakfast with Santa	\$150.00	
Easter Jam	\$150.00	
TOTAL RENTALS AND LEASES		\$950.00
BUILDING AND GROUNDS MAINTENANCE		
Preventive and general upkeep of 5 year old, 4,700 sq ft building		\$5,000.00
OTHER EQUIPMENT MAINTENANCE		
Miscellaneous repairs		\$1,000.00
ADVERTISING AND PRINTING		

Forms and flyers	\$250.00	
Camp/promotions	\$100.00	
Copy paper (use City copy machine)	\$100.00	
TOTAL ADVERTISING AND PRINTING		\$450.00
OPERATING SUPPLIES		
Summer Camp		
Camp shirts	\$400.00	
Games, supplies, crafts, snack	\$1,000.00	
Backpacks	\$400.00	
		\$1,800.00
School Year (Before School and After School)		
Games, crafts, etc.	\$1,000.00	
Library, media, homework	\$500.00	
Snacks	\$500.00	
		\$2,000.00
Community Events		
Fall into Fun	\$650.00	
Breakfast with Santa	\$700.00	
Easter Jam	\$500.00	
		\$1,850.00
Miscellaneous office supplies	\$300.00	
Custodial and paper products	\$1,000.00	
		\$1,300.00
TOTAL OPERATING SUPPLIES		\$6,950.00
TOOLS AND EQUIPMENT		
Miscellaneous	\$500.00	
AED (capital expense)	\$1,300.00	
TOTAL TOOLS AND EQUIPMENT		\$1,800.00
DUES AND MEMBERSHIPS		
Motion picture licensing – annual		\$500.00
GRAND TOTAL EXPENSES		\$173,028.00

Exhibit B

**PROGRAM SERVICES AND BUDGET SPREADSHEET (Adjusted February 1, 2019-
December 31, 2019)**

Marydia Community Center Budget Detail	Subtotal	Grand Total
SALARIES AND WAGES (includes 8% benefits)		
Summer Camp		
Staff: 3 x \$11.50/hr x 40 hours x 9 weeks + 8%	\$13,414.00	
Staff: 1 x \$9.50/hr x 40 hours x 9 weeks + 8%	\$3,694.00	
		\$17,108.00
School Year		
Before School		
Facility Attendant: 1 x \$9.50/hr x 6hr x 5 days x 48 weeks + 8%	\$14,774.00	
Rec Leader II: 1 x \$10.50/hr x 6 hr x 5 days x 39 weeks + 8%	\$13,268.00	
		\$28,042.00
After School		
Facility Attendant: 1 x \$9.50/hr x 6 hr x 5 days x 48 weeks + 8%	\$14,774.00	
Rec Leader II: 1 x \$10.50/hr x 6hr x 5 days x 39 weeks + 8%	\$13,268.00	
Rec Leader I: 1 x \$9.50/hr x 6 hrs x 5 days x 39 weeks + 8%	\$12,004.00	
		\$40,046.00
Full Time Recreation Specialist (48 weeks): 1 x \$32,307 + 50%		
Benefits		\$44,733.00
		\$129,929.00
TOTAL SALARIES AND WAGES		
OTHER CONTRACT SERVICES		
Summer Camp		
Field trips (9 trips x 54 children x \$14.00 per child)	\$6,804.00	
Bus services (18 trips x \$275.00)	\$4,950.00	
Community Events		
Fall into Fun	\$200.00	
Breakfast with Santa	\$400.00	
Easter Jam	\$200.00	
Janitorial/Custodial (\$75/week x 48)	\$3,600.00	
		\$16,154.00
TOTAL CONTRACT SERVICES		
RENTALS AND LEASES		
Summer Camp	\$500.00	
Community Events		
Fall into Fun	\$150.00	
Breakfast with Santa	\$150.00	
Easter Jam	\$150.00	
		\$950.00
TOTAL RENTALS AND LEASES		
BUILDING AND GROUNDS MAINTENANCE		
Preventive and general upkeep of 5 year old, 4,700 sq ft building		\$5,000.00
OTHER EQUIPMENT MAINTENANCE		
Miscellaneous repairs		\$1,000.00

ADVERTISING AND PRINTING

Forms and flyers	\$250.00
Camp/promotions	\$100.00
Copy paper (use City copy machine)	\$100.00

TOTAL ADVERTISING AND PRINTING**\$450.00****OPERATING SUPPLIES****Summer Camp**

Camp shirts	\$400.00
Games, supplies, crafts, snack	\$1,000.00
Backpacks	\$400.00

\$1,800.00**School Year (Before School and After School)**

Games, crafts, etc.	\$1,000.00
Library, media, homework	\$500.00
Snacks	\$500.00

\$2,000.00**Community Events**

Fall into Fun	\$650.00
Breakfast with Santa	\$700.00
Easter Jam	\$500.00

\$1,850.00**Miscellaneous office supplies**

\$300.00

Custodial and paper products

\$1,000.00

\$1,300.00**TOTAL OPERATING SUPPLIES****\$6,950.00****TOOLS AND EQUIPMENT**

Miscellaneous	\$500.00
AED (capital expense)	\$1,300.00

TOTAL TOOLS AND EQUIPMENT**\$1,800.00****DUES AND MEMBERSHIPS****Motion picture licensing – annual****\$500.00****GRAND TOTAL EXPENSES****\$162,733.00**

Exhibit C
ANNUAL FUNDING AMOUNT

		(12 months)	(48 weeks)
Year One (February 1-December 31, 2019)	Salary & Wages	\$140,074	\$129,929
	Other Expenses	\$32,954	\$32,804
	Total	\$173,028	\$162,733
Year Two 2020	Salary & Wages	\$140,074 x 5%	\$147,078
	Other Expenses	\$32,954 x 3%	\$33,943
	Total		\$181,021
Year Three 2021	Salary & Wages	\$147,078 x 5%	\$154,432
	Other Expenses	\$33,943 x 3%	\$34,961
	Total		\$189,393
OPTIONAL CONTRACT EXTENSION			
Year Four 2022	Salary & Wages	\$154,432 x 5%	\$162,154
	Other Expenses	\$34,961 x 3%	\$36,010
	Total		\$198,164
Year Five 2023	Salary & Wages	\$162,154 x 5%	\$170,262
	Other Expenses	\$36,010 x 3%	\$37,090
	Total		\$207,352

**OSCEOLA COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

DEPT/OFFICE:	COMMUNITY DEVELOPMENT	MEETING DATE:	12/13/2021
DIRECTOR/MANAGER:	DAVID TOMEK	REQUEST TYPE:	Consent

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign Amendment #1 to extend the Interlocal Agreement with the City of Kissimmee to provide recreational programs at Marydia Community Center through December 31, 2023, for a total not to exceed \$387,557.00.

STRATEGIC PLAN GOAL

Great Place to Live

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: 387557.00

A total of \$189,393.00 is appropriated in Fund 001 - General Fund, account number 0011419537-5340000, Community Centers-Other Contractual Services, specifically for this purpose.

Appropriations beyond FY22 are subject to future Board approval.

APPROVING DEPARTMENTS

OMB:	Matthew J Fuhrer
Procurement:	
Attorney:	Frank Townsend

BACKGROUND INFORMATION

- The purpose of Amendment #1 to the Interlocal Agreement with the City of Kissimmee is to extend the term of the agreement through December 31, 2023.
- On January 22, 2019, the County Manager signed the Interlocal Agreement with the City of Kissimmee.
- On December 17, 2018, the Board authorized the County Manager to sign the Interlocal Agreement with the City of Kissimmee for the Marydia Community Center.
- On June 21, 2017, the County Manager signed the Memorandum of Understanding with City of Kissimmee for recreational programs at the Marydia Community Center.
- Board Commission District 4
- Staff recommends approval.
- Project Manager: Robert Mindick, Parks and Public Lands Director



CFN 2021196128
Bk 6111 Pgs 2800-2803 (4 Pgs)
DATE: 12/20/2021 12:01:32 PM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

**AMENDMENT #1 TO THE
INTERLOCAL AGREEMENT BY AND BETWEEN
OSCEOLA COUNTY AND THE CITY OF KISSIMMEE
REGARDING PROVISION OF RECREATIONAL PROGRAMS
AT THE MARYDIA COMMUNITY CENTER**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as the "County") and the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement for recreational programs at the Marydia Community Center, which has an effective date of January 22, 2019; and

WHEREAS, the Agreement provides in Section 8.12 that the Agreement may be amended upon written mutual agreement; and

WHEREAS, the parties desire to amend Section 4. Financial Responsibilities, Section 5. Term of Agreement, and correct a scrivener's error in Paragraph 7.5 of Section 7. Default; Remedies.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 4. Financial Responsibilities is hereby amended to read as follows:

SECTION 4. FINANCIAL RESPONSIBILITIES

Operational Funding. Subject to the terms and conditions set forth herein, upon full execution of this Agreement, the County will pay the City the amount of \$189,393 for the 2022 calendar year beginning in January 2022, in monthly increments beginning in January 2022. Subsequently, for one additional year period, the City will receive an annual increase equal to the increase that City of Kissimmee employees receive, not to exceed 5% to cover cost increases in salaries and benefits, and a 3% increase annually to cover cost increases in materials and equipment. (See Exhibit C)

Funding will be paid by the 15th of each month, as indicated below:

Starting	Monthly Payment	Annual Funding Amount
January 2022	\$15,782.75	\$189,393.00
January 2023	\$16,513.67	\$198,164.00

The services to be performed in accordance with this Agreement are subject to annual appropriation of funds by the County. Failure of the County to appropriate funds in the budget will be considered a default by the County and termination of the agreement.

2. Section 5. Term of Agreement is hereby amended to read as follows:

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is amended to extend through December 31, 2023 and may be extended in the best interest of both parties. The Agreement shall continue until the earlier of December 31, 2023 or termination as set forth below.

3. Paragraph 7.5 of Section 7. Default; Remedies is hereby amended to correct a scrivener's error:

The reference to "(15)", which relates to the number of business days the defaulting party has to remedy breach, is hereby deleted and replaced with "(3)".

4. These changes shall be effective upon execution of this Amendment by both parties.

5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment effective the 13 day of December 2021.

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

By: *Sharon Janer*
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Aurora G. Proza*
Clerk/ Deputy Clerk of the Board



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

12/13/2021
Amendment #1

CITY OF KISSIMMEE

By: *Olga Gonzalez*
Mayor - Commissioner

Date: 11/12/2021



ATTEST:
Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Diana Sanchez de la Cruz
City Attorney

Exhibit C
ANNUAL FUNDING AMOUNT

Year Four 2022	Salary & Wages	\$154,432 x 0%	\$154,432
	Other Expenses	\$34,961 x 0%	\$34,961
	Total		\$189,393
Year Five 2023	Salary & Wages	\$154,432 x 5%	\$162,154
	Other Expenses	\$34,961 x 3%	\$36,010
	Total		\$198,164

**AMENDMENT #2 TO THE
INTERLOCAL AGREEMENT BY AND BETWEEN
OSCEOLA COUNTY AND THE CITY OF KISSIMMEE
REGARDING PROVISION OF RECREATIONAL PROGRAMS
AT THE MARYDIA COMMUNITY CENTER**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as the “County”) and the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement titled INTERLOCAL AGREEMENT BY AND BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE REGARDING PROVISION OF RECREATIONAL PROGRAMS AT THE MARYDIA COMMUNITY CENTER (“Agreement”) for recreational programs at the Marydia Community Center as recorded in Official Records Book 5604, Page 2825 in the Public Records of Osceola County, Florida, effective as of January 22, 2019; and

WHEREAS, the COUNTY and the City entered into a First Amendment to the Agreement (“First Amendment”) as recorded in Official Records Book 6111, Page 2800 in the Public Records of Osceola County, Florida, effective as of December 13, 2021; and

WHEREAS, the Agreement provides in Section 8.12 that the Agreement may be amended upon written mutual agreement; and

WHEREAS, the parties desire to amend Section 4. Financial Responsibilities, and Section 5. Term of Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 4. Financial Responsibilities is hereby deleted and replaced with the following:

SECTION 4. FINANCIAL RESPONSIBILITIES

Operational Funding. Subject to the terms and conditions set forth herein, upon full execution of this Agreement, the County will pay the City the amount of \$103,676.00 for the first six months of 2024 calendar year in monthly increments beginning in January 2024. Subsequently, if the agreement is extended in to 2025 the City will receive an annual increase equal to the increase that City of Kissimmee employees receive, not to exceed 5% to cover cost increases in salaries and benefits, and a 3% increase annually to cover cost increases in materials and equipment as provided in Exhibit A.

Funding will be paid by the 15th of each month, as indicated below:

Starting	Monthly Payment	Total Funding Amount
January 1, 2024	\$17,279.33	\$103,676.00

The services to be performed in accordance with this Agreement are subject to annual appropriation of funds by the County. Failure of the County to appropriate funds in the budget will be considered a default by the County and termination of the agreement.

2. Section 5. Term of Agreement is hereby amended by strikethrough and underline as follows:

SECTION 5. TERM OF AGREEMENT

The initial term of this Agreement shall commence on the first day of the month following the date the last party executes the Agreement, which is the effective date, and shall continue until the earlier of June 30, 2024, or termination as set forth below.

5.1 Termination. This Agreement may be terminated:

(a) By either party if the other party fails to perform any of its obligations under this Agreement and does not cure such failure, after notice, within the time periods specified in Section 7 hereof; or

(b) Either party provides notice of its intent to cancel this Agreement by providing 90 days' notice, in writing. During this time period, the Center is to remain open and operational per this Agreement. All remaining items become the uncontestable property of the County. Only personal property owned by the City, and identified within the approved City inventory, may be removed by the City from the Center. The City will be responsible for any and all costs associated with the vacation process until completed, including after the term ends.

(c) As further set forth herein.

5.2 Option to Extend. The Parties may extend the term of this Agreement by mutual written amendment.

3. These changes shall be effective upon execution of this Amendment by both parties.
4. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment effective the 4th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature: Allison Seibel]
Clerk/ Deputy Clerk of the Board



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

December 4th, 2023

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

Date: _____

ATTEST:

Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A

Year Six (6 months) 2024	Salary & Wages	$\$162,154 \times 1.05 \times 0.5$	\$85,130.85
	Other Expenses	$\$36,010 \times 1.03 \times 0.5$	\$18,545.15
	Total		\$103,676.00

ITEM 7.G

Contract for Comprehensive Plan Evaluation and Appraisal Report

Request

Request approval of a contract with GAI Consultants for the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan under continuing services contract # 20240102 at a cost of \$27,500.

Explanation

Per Florida Statutes, the City is required to conduct an Evaluation and Appraisal Report (EAR) periodically to ensure the Comprehensive Plan is in compliance with current statutes. This report will identify any changes needed to bring the Comprehensive Plan into compliance.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503131		Decrease	\$60,000	\$27,500

Financial Summary:

There is adequate funding in the budget for this project.

Recommendation

Approval of the contract for the Evaluation and Appraisal Report.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S) EAR Scope
2. GAI Continuing Services Contract

November 16, 2023

GAI Project R220226.00

Ms. Ashley Cornelison
Senior Planner
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Proposal for Professional Services
EAR-Based Comprehensive Plan Amendments
Kissimmee, Florida**

Dear Ms. Cornelison:

Thank you for the opportunity to assist with the EAR-Based Amendments to the Comprehensive Plan for the City of Kissimmee. Based on our initial discussions, we understand that you would like to work with our team to prepare an administrative update to the City's Comprehensive Plan to satisfy State requirements. We are pleased to participate with you to lead this effort.

Per your request, GAI Consultants, Inc. (GAI) is submitting this Proposal to the City of Kissimmee (Client) for the performance of the professional services described below in the Scope of Services for the project stated above.

Project Understanding

The Client desires to initiate a major planning effort to address mobility and land use needs for the City in the coming years. The first task is to prepare an update to the City's Comprehensive Plan that addresses changes in Florida Statutes since the last update. Other tasks will be assigned through separate contracts. The project is anticipated to commence in January 2024 and be complete by April 2024.

Scope of Services

Based on our understanding of the project requirements provided to date by the Client, GAI will perform the following described Scope of Services. In addition to the specific services detailed below, GAI shall coordinate our work with the Client's representative, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

Part 1 – Administrative Update to the Comprehensive Plan

This task involves the preparation of an update to the City's Comprehensive Plan that addresses changes in Florida Statutes since the last update. While the vast majority of changes will have no bearing on Kissimmee, a careful and thorough examination is required to ensure that the City meets state requirements and takes advantage of all opportunities related to comprehensive planning. This is largely an administrative task to meet state requirements for Evaluation and Appraisal Reporting. GAI will review work in progress with staff during two (2) review workshops.

GAI Consultants, Inc.
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
gaiconsultants.com

Deliverable: Memorandum summarizing all changes to Chapter 163 F.S. since last updated Comprehensive Plan, determining their relevance to Kissimmee, and prescribing any needed changes to the Comprehensive Plan.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverables within four (4) months, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE dated July 6, 2021. Services under this Proposal will be billed on a time and materials basis, not to exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00). An allocation for additional tasks has been made to accommodate additional meetings or work requested by the City. If, during the course of the project, there are significant changes to the scope of work outlined above (and as approved by the Client), the estimated cost will be modified accordingly.

Professional Services Fees			
Part	Description	Method of Payment	Fee
1.0	Administrative Update to the Comprehensive Plan	Hourly	\$ 22,500.00
Additional Tasks / Contingency			\$ 5,000.00
Total Fee			\$ 27,500.00

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.
2. Client intends to utilize GAI products (i.e., the plans, sketches, and other information produced during this engagement) for purposes that include marketing and project development.

3. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
4. Client represents that they have not performed environmental investigation and no investigation is required for this assignment.
5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within ninety (90) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within ninety (90) calendar days.
11. **PURSUANT TO FLORIDA STATUTE 558.0035(1)(C),
TO THE FULLEST EXTENT PERMITTED BY LAW,
CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE
OR AGENT MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE.**

Please do not hesitate to contact me at 321-319-3125 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

**Anthony B.
Drury**

Digitally signed by
Anthony B. Drury
Date: 2023.11.17
14:59:53 -05'00'

Blake Drury, AICP
Assistant Vice President
Director, Planning and Urban

**Peter C.
Sechler**

Digitally signed by Peter
C. Sechler
Date: 2023.11.17
15:05:40 -05'00'

Pete Sechler, PLA / AICP
Vice President
Senior Director, Community
Solutions Group

ABD/cl

REQUESTED AND AUTHORIZED BY:

City of Kissimmee

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE**

THIS AGREEMENT made and entered into this 6 day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and GAI Consultants, Inc. 618 East South Street, Suite # 700, Orlando, Florida 32801 (hereinafter "CONSULTANT") and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

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

WHEREAS, CITY advertised RFQ 2021-001 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process the CITY has determined that CONSULTANT, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ.

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

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation

package and any addenda thereto.

1.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care, and as more fully described within the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval of submissions by additional authorities having jurisdiction, as may be applicable.

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

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

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

1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next (3) three years. The CITY shall retain the option, at its sole discretion, to award up to two (2), one-year renewal periods to the CONSULTANT.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY's behalf as the CONSULTANT's contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to the City Representative.

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

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT's work products.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule. If the CITY and CONSULTANT approve any changes, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT's service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this Agreement which may be due and owing at the time of such termination.

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in performance of any provision herein, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this Agreement before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this Agreement for convenience with sixty (60) days prior written notice. CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing and signed by that Party or a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT

exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this Agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer, at no cost to the CITY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology system of the

CITY.

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

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning services in one of two forms:

- A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
- B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

7.2 Payments on account of the CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT's invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants as follows:

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

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY's Representative at mutually convenient times.

Article 8. Notices.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Cornelison	Peter C. Sechler, PLA/AICP
Senior Planner	Vice President
City of Kissimmee Development Services Department	GAI Consultants, Inc.
101 Church Street	618 East South Street, Suite # 700
Kissimmee, Florida 34741	Orlando, Florida 32801
Ashley.Cornelison@kissimmee.gov	P.Sechler@gaiconsultants.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property

which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include the CITY as an Additional Insured and Certificate Holder. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures, and additional coverage, as may be applicable, shall be made in accordance with the following:

- A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.
- B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish

certificates of insurance evidencing renewal of such coverage to the CITY.

- C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

10. The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT's negligent performance of the obligations and duties outlined in this Agreement and described in further detail in the Scope of Services. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to its culpability or any share of any amount levied to recognize more than actual economic damage.

11. Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:



Attest:

Runde Hansell
City Clerk

Olga Gonzales
Mayor-Commissioner
Date: 7/06/2021

Approved as to form & legality

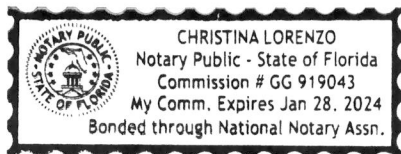
Olga Sanchez de Gu
City Attorney

CONSULTANT:

Peter C Sedler
Signature
Peter C Sedler
Printed Name
Title: Vice President
Date: 7 June 2021

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7th day of June, 2021 by Peter C. Sedler, as _____, who is personally known to me or has produced _____ as identification.



Christina Lorenzo
Notary Public
Christina Lorenzo
(Print, Type or Stamp Name)

My Commission Expires: Jan. 28, 2024

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING
SERVICES SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

- I. General Planning Services may be included but not limited to:
 - a. Comprehensive Plan update / amendments;
 - b. Land Use Planning Studies;
 - c. Redevelopment / infill Plans;
 - d. Activity center / corridor planning;
 - e. Scenario planning and build out analysis;
 - f. Demographic studies;
 - g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
 - h. Strategic Planning and Evaluation;
 - i. Historic Preservation planning;
 - j. Land Development Code updates; and/or
 - k. Other general planning consulting services as directed

- II. Market Analysis may include but is not limited to:
 - a. Barrier analysis to redevelopment and infill;
 - b. Areas market study and analysis;
 - c. Economic development;
 - d. Demographics / socio-economic analysis;
 - e. Economic assessment; and/or
 - f. Viability for specific development types.

- III. Transportation Planning Services may be included but not limited to:
 - a. Performing and or reviewing individual traffic analysis for private development;
 - b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
 - c. Providing annual traffic counts and other counts for special studies
 - d. Roadway conceptual analysis;
 - e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
 - f. Performing periodic reports on Multimodal Transportation District and Vine Street.

- IV. Geographic Information Systems (GIS) Mapping and Support.
- V. Graphics / Renderings
 - a. Landscape renderings;
 - b. Photo montages;
 - c. Concept plans; and/ or
 - d. Branding and publications.
- VI. Public Involvement / Consensus Building

EXHIBIT "B" **CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES** **HOURLY RATES**

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:

EXHIBIT "B"

2020 Community Development Florida Rate Schedule	
Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.	
Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2021. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.	
Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$275.00
CSG Senior Director	\$245.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$105.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$155.00
Project Environmental Specialist	\$95.00
Expert Witness	\$350.00
Principal	\$300.00
Technical/Professional 22	\$285.00
Technical/Professional 21	\$265.00
Technical/Professional 20	\$250.00
Technical/Professional 19	\$240.00
Technical/Professional 18	\$230.00
Technical/Professional 17	\$220.00
Technical/Professional 16	\$210.00
Technical/Professional 15	\$200.00
Technical/Professional 14	\$190.00
Technical/Professional 13	\$180.00
Technical/Professional 12	\$170.00
Technical/Professional 11	\$160.00
Technical/Professional 10	\$150.00
Technical/Professional 09	\$140.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$120.00
Technical/Professional 06	\$110.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$80.00
Technical/Professional 02	\$70.00
Technical/Professional 01	\$60.00
Technical/Support 1	\$50.00

EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF
INSURANCE REQUIREMENTS

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



EXHIBIT "C"

DATE
04/20/21

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
221018	01/01/21	12/31/21

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

Project Number: R210133.00 - City of Kissimmee Planning CSA
Client Contract Number: RFQ 2021-001 Continuing Services Contract for Professional Planning Consulting Services

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc.
(Pittsburgh)
385 E. Waterfront Drive
Homestead, PA 15120-5005

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read 'David C. Cichetti', is written over a horizontal line.

President

CERTIFICATE HOLDER	CANCELLATION
City of Kissimmee 101 Church Street Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

		CERTIFICATE OF LIABILITY INSURANCE		Acct#: 2706974		DATE (MM/DD/YYYY) 04/21/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610				CONTACT NAME: Lockton Affinity PHONE (A/C, NO Ext): 877-320-9393 E-MAIL ADDRESS: EFM@locktonaffinity.com				FAX (A/C, No): 913-652-7599	
INSURED GAI Consultants, Inc. 385 East Waterfront Drive Homestead, PA 15120				INSURER(S) AFFORDING COVERAGE				NAIC #	
				INSURER A: Old Republic Insurance Company				24147	
				INSURER B:					
				INSURER C:					
				INSURER D:					
				INSURER E:					
				INSURER F:					

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ Occur						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJEC ☐ LOC						
	OTHER						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS	X		L243256-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE AGGREGATE
	D RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR:1GL1

Certificate holder is an Additional Insured where required by written contract. Insurance is primary and non-contributory. Project Number: R210133.00 - City of Kissimmee Planning CSA. Client Contract Number: RFQ 2021-001 Continuing Services Contract for Professional Planning Consulting Services. The City of Kissimmee is an additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Kissimmee 101 Church Street Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s):	Any person(s) or organization(s) as required by written contract or agreement.
--	--

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.



GAICONSUL1

PJORDAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2021

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

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

PRODUCER License # 60236 HDH Group Inc 210 Sixth Avenue 30th Floor Pittsburgh, PA 15222	CONTACT NAME: Andrea Buczynski PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: andrea.buczynski@hubinternational.com
INSURER	INSURER(S) AFFORDING COVERAGE NAIC #
GAI Consultants, Inc. 385 E. Waterfront Drive Homestead, PA 15120	INSURER A: Valley Forge Insurance Company 20508 INSURER B: The Continental Insurance Company 35289 INSURER C: Ironshore Specialty Company 25445 INSURER D: Travelers Casualty & Surety Company of America 31194 INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6050488311	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 OHIO STOP GAP \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$ 10,000			6050441991	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED \$ PER STATUTE ☒ OTH-ER ☐
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6050442655	10/1/2020	10/1/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			ICELLUW00100888	10/1/2020	10/1/2021	\$ 5,000,000
D	Cyber			106456841	1/21/2021	1/21/2022	\$ 5,000,000

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

Umbrella coverage is Excess and follows form on the following policies:

COMMERCIAL GENERAL LIABILITY (INCL OH STOP GAP) - VALLEY FORGE POLICY NO. 6050488311

AUTOMOBILE LIABILITY - OLD REPUBLIC POLICY NO. L243256-20

EMPLOYER'S LIABILITY - VALLEY FORGE POLICY NO. 6050442655

RE: Project # R210133.00 - City of Kissimmee Planning CSA - RFQ 2021-001 Continuing Services for Professional Planning Consulting
City of Kissimmee is named additional insured as required by contract.

CERTIFICATE HOLDER	CANCELLATION
City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division 101 Church Street Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: GAI CONSULTANTS, INC.

Policy No: 6050488311

Endorsement No: 10

Effective Date: 10/01/2020

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	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: GAI CONSULTANTS, INC.

Policy No: 6050488311

Endorsement No: 10

Effective Date: 10/01/2020

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ITEM 7.H

Upgrade and Replacement of Access Control Systems

Request

Request approval for Miller Electric Inc. to upgrade components of the City's access control systems (Contract # 20240218).

Explanation

The City's existing access control system was implemented more than 20 years ago and has reached its useful life. By upgrading facilities with the newest technology and hardware, the City can employ new, industry-standard security protocols to better secure its facilities and venues.

The infrastructure and back-end equipment needed to support this upgrade are already in place. The hardware associated with this upgrade complements the existing infrastructure to create an easy-to-manage and highly secure access control system.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110703-505255	SSEM002A	Decrease	\$147,531	\$147,531
00110703-503434	SSEM002A	Decrease	\$149,225	\$149,225

Financial Summary:

The City has engaged Miller Electric, Inc. as the vendor to purchase and install all necessary hardware for the project. The procurement and pricing for the project is based on a piggyback agreement (Contract # 20240218) for an awarded contract issued by the Osceola County Board of County Commissioners under RFP-21-12227-TP. The current agreement is valid until April 30, 2024.

Recommendation

Approve the purchase and installation of access control equipment for various City facilities.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Service Agreement for Miller Electric Co.
2. Citywide Access Control Upgrade (Redacted)

City of Kissimmee

3. Citywide Access Control Upgrade (Unredacted)
4. Miller Electric - Agreement - RFP-21-12227-TP

**AGREEMENT between CITY OF KISSIMMEE
and
MILLER ELECTRIC COMPANY**

THIS AGREEMENT is made this 31st day of January, 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**CITY**" and **MILLER ELECTRIC COMPANY**, whose address is 6805 Southpoint Parkway, Jacksonville, Florida 32216, hereinafter "**CONTRACTOR**" and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide video surveillance and access control security system installation, maintenance, repairs and upgrades; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process under RFP-21-12227-TP, Osceola County, Florida, as a Lead Public Agency, entered into an Agreement on July 12, 2021, with **MILLER ELECTRIC COMPANY**, attached hereto as **Exhibit "A"** incorporated herein and hereinafter the Agreement and Amendments together referred to as "**MASTER AGREEMENT**"; and

WHEREAS, the CITY has determined that the specifications in the solicitation by Osceola County are similar in nature to the work needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with **CONTRACTOR**, who has exhibited by its response to the solicitation that it is capable of providing the required services.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through April 30, 2024, the date of expiration of the Master Agreement. This Agreement may be extended if Osceola extends their Agreement.

SECTION 3. CONTRACT PROVISIONS. The Parties hereto agree that the terms and conditions of the MASTER AGREEMENT entered into by Osceola County, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein, by this Cooperative Purchase Agreement.

SECTION 4. PRODUCTS AND PRICING. The CONTRACTOR will provide products and pricing as specified in **Exhibit "B"** attached hereto and made a binding part hereof. The CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attn: Austin Blake
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: Miller Electric Company
Attn: Brent T. Zimmerman
6805 Southpoint Parkway
Jacksonville, FL 32216

SECTION 6. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT. To the extent that any conflict shall arise between the CITY Purchase Order or this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Cooperative Purchase Agreement and/or the CITY Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or -contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 10. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 11. PROJECT MANAGERS. The CITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the CITY. If the CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Austin Blake, Asst. City Manager
City of Kissimmee
101 Church Street, Ste. 500
Kissimmee, FL 34741

Phone: (407) 518-2319

Email: Austin.blake@kissimmee.gov

B. The CONTRACTOR'S Project Manager's contact information is as follows:

Melissa Haynie, Sr. Project Manager

Miller Electric Company

528 Northlake Blvd., Suite 1024

Altamonte Springs, FL 32701

Phone: (407) 328-5228

Email: Mhaynie@mecojax.com

SECTION 12. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

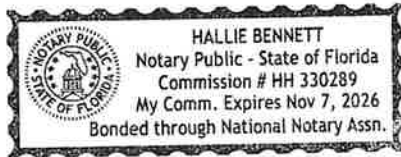
MILLER ELECTRIC COMPANY

DocuSigned by:
Kevin Flanigan
4C9E9CB833A84D6...

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 31st day of January, 2024, by means of ☒ physical presence or ☐ online notarization, by Kevin Flanigan VP of Miller Electric Company, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Hallie Bennett
Notary Public



CITY OF KISSIMMEE

Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT

EXHIBIT B
SCOPE OF SERVICES



MILLER ELECTRIC COMPANY
Powering the Possibilities

For:
Austin Blake
City Of Kissimmee

Citywide [REDACTED] Conversion
01/23/2024

Proposal: 28840

Presented By: Melissa Haynie

6805 Southpoint Pkwy
Jacksonville, FL 32216

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Project Scope

This quote is for the Conversion of all access control panels within City building locations to [REDACTED]

[REDACTED]

No changes to be made to any existing fire alarm tie-ins

No permits have been included

All work is to be performed during normal business hours M-F 8a-5p

Downtime will occur during panel changes on each door.

New IPs and switch ports will be required for all [REDACTED] devices. This will decrease downtime at locations with larger amounts of doors because we can leave both systems online at the same time.

Date: 01/23/2024

Citywide Conversion

Citywide Conversion



QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
8.00 hrs	Osceola - Project Manager	\$115.00	\$920.00
18.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$2,070.00
36.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$3,420.00
36.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$3,780.00

	Material Sub-Total	\$9,593.26
	Labor Sub Total	\$10,190.00
	Applicable Tax	\$0.00
		\$19,783.26

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
2.00 hrs	Osceola - Project Manager	\$115.00	\$230.00

	Material Sub-Total	\$2,226.75
	Labor Sub Total	\$2,060.00
	Applicable Tax	\$0.00
		\$4,286.75

Citywide Conversion

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
4.00 hrs	Osceola - Project Manager	\$115.00	\$460.00
8.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$920.00
16.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$1,520.00
16.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$1,680.00


Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
2.00 hrs	Osceola - Project Manager	\$115.00	\$230.00
2.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$230.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$380.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$420.00

Material Sub-Total	\$2,206.00
Labor Sub Total	\$1,260.00
Applicable Tax	\$0.00
	\$3,466.00

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
2.00 hrs	Osceola - Project Manager	\$115.00	\$230.00
2.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$230.00



4.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$380.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$420.00

Material Sub-Total	\$2,205.99
Labor Sub Total	\$1,260.00
Applicable Tax	\$0.00
	\$3,465.99

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
2.00 hrs	Osceola - Project Manager	\$115.00	\$230.00
4.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$460.00
8.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$760.00
8.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$840.00

Material Sub-Total	\$2,934.19
Labor Sub Total	\$2,290.00
Applicable Tax	\$0.00
	\$5,224.19

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price
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Material Sub-Total	\$2,934.19
Labor Sub Total	\$2,290.00
Applicable Tax	\$0.00
Total	\$5,224.19

Citywide Conversion

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
8.00 hrs	Osceola - Project Manager	\$115.00	\$920.00
16.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$1,840.00
32.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$3,040.00
32.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$3,360.00

Material Sub-Total	\$8,828.70
Labor Sub Total	\$9,160.00
Applicable Tax	\$0.00
	\$17,988.70



Citywide ██████ Conversion

QTY	Part	Description	Unit Price	Ext. Price
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
2.00 hrs	Osceola - Project Manager	\$115.00	\$230.00
2.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$230.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$380.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$420.00

Material Sub-Total	\$2,206.00
Labor Sub Total	\$1,260.00
Applicable Tax	\$0.00
████████████████████	\$3,466.00

Citywide ██████ Conversion

QTY	Part	Description	Unit Price	Ext. Price
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████
████	████	██	████	████



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Labor Hrs.	Labor Type	Labor Sell	Extended Labor
4.00 hrs	Osceola - Project Manager	\$115.00	\$460.00
8.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$920.00
16.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$1,520.00
16.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$1,680.00

	Material Sub-Total	\$4,600.01
	Labor Sub Total	\$4,580.00
	Applicable Tax	\$0.00
		\$9,180.01

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
2.00 hrs	Osceola - Project Manager	\$115.00	\$230.00
2.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$230.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$380.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$420.00

	Material Sub-Total	\$1,900.47
	Labor Sub Total	\$1,260.00
	Applicable Tax	\$0.00
		\$3,160.47

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price
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Labor Hrs.	Labor Type	Labor Sell	Extended Labor
80.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$8,400.00

Material Sub-Total	\$39,702.40
Labor Sub Total	\$8,400.00
Applicable Tax	\$0.00
	\$48,102.40

Citywide Conversion

QTY	Part	Description	Unit Price	Ext. Price

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
1.00 hrs	SCES/Osceola/St. Augustine - Application Engineer	\$115.00	\$115.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Helper	\$95.00	\$380.00
4.00 hrs	SCES/Osceola/St. Augustine - Install Tech	\$105.00	\$420.00

Material Sub-Total	\$1,239.38
Labor Sub Total	\$915.00
Applicable Tax	\$0.00
	\$2,154.38

Citywide Conversion Total

Material Sub-Total	\$147,530.16
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Labor Sub-Total		\$149,225.00
Applicable Tax		\$0.00
Citywide [REDACTED] Conversion Total		\$296,755.16



**Total Proposal Amount**

Material Sub-Total	\$147,530.16
Labor Sub-Total	\$149,225.00
Applicable Tax	\$0.00
Grand Total	\$296,755.16



Quote Options



Conditions and Clarifications

	Include	Exclude		Include	Exclude
System Shop Drawings		X	Cable D-rings/ harnessess		X
Submittals		X	Door Locking Hardware		X
Permits		X	Door Frame Preparation		X
System Training by MECO		X	Patching and Painting		X
Structured Cabling		X	Core Drilling		X
120VAC Power		X	Wall Penetrations/sleeves		X
Conduit Stub-Ups		X	Fire Stopping		X
Device Back-Boxes		X	Network Switches		X
Raceway & Rough-in		X	Personnel Lift Equipment		X
Surge Protection		X	Grounding and Bonding		X

Clarifications

Any custom millwork and fabrication provided by others

Conduit raceway, unless specifically included in this proposal scope, is provided by others and must be properly sized per NEC and include a pull string

Any required lighting, emergency lighting or signage provided by others

Any required scaffolding provided by others

Any cable to be installed as part of this project scope is assumed to be installed prior to the installation of the ceiling grid or framing. Raceways must be provided above inaccessible ceiling spaces.

All hazardous materials abatement and removal by others

Any AHJ requirements to bring the building or portion of the building up to code is excluded from this scope of work

Miller Electric labor is provided during normal business hours Monday through Friday from 8:00 AM – 5:00 PM. Overtime is not included and may be charged additionally.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Maintenance of the network, firewalls, antivirus and defending the integrity of the network against cyber attack is provided by others

Software maintenance, version upgrades and other administrative data entry (i.e. entry of cardholder data) are excluded unless specifically included in the proposal scope.

Taxes are excluded unless specifically shown as included in pricing summary lines.

Miller Electric will dispose of Miller Electric created trash daily within Jobsite provided containers.

Final testing and system delivery are included as per the project schedule only

System control code will be turned over after the final payment is received

The current market for commodities is very volatile. All copper, aluminum, PVC, and steel pricing is based on current market pricing for commodities. This proposal is based on current market pricing for commodity materials as of the date of this proposal, and no contingency is carried for commodities market pricing escalation. Additional costs will apply in the event of market-based commodity materials pricing escalation. Copper is currently at \$_____/pound.



Proposal: 28840

Date: 01/23/2024

Acceptance**Proposal:** Citywide [REDACTED] Conversion

The following documents in this proposal are considered binding: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Default payment terms are 50% down with monthly progress billings until the project is complete, unless otherwise negotiated or stated in this proposal.

Proposal Accepted: Miller Electric Company is authorized to proceed with the work as proposed. This proposal is valid for 30 days from 12/11/2023.

Purchaser _____**By** _____**Title** _____**Signature** _____**Date** _____**PO#** _____**Seller** Miller Electric Company**By** Melissa Haynie**Signature** _____**Date** _____

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses, and the Warranty.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and MILLER ELECTRIC COMPANY, 6805 Southpoint Parkway, Jacksonville, Florida 32216 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for video surveillance and access control security system installation, maintenance, repairs and upgrades, pursuant to RFP-21-12227-TP, and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The Term of this Agreement shall begin on execution by the County and continue through April 30, 2024, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or

any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Two Million Three Hundred Twenty Two Thousand and 00/100 Dollars (\$2,322,000.00) for

the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit “B”** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its

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.

B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto:
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence:
3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence:
4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; Two Million Dollars (\$2,000,000.00)
8. EXCESS/UMBRELLA COVERAGE: Two Million Dollars (\$2,000,000.00); and,
9. WORKERS' COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,

2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. **COUNTY OBLIGATIONS.**

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. **ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. **PUBLIC RECORDS.**

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida

Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the

judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

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

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

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

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing, address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the

COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Miller Electric Company
Attention: Brent T. Zimmerman
6805 Southpoint Parkway
Jacksonville, Florida 32216

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Dan Andrews, Information Security Manager
Osceola County Information Technology Department
1 Courthouse Square, Suite 2400
Kissimmee, Florida 34741
Phone: (407) 742-5836
Email: dan.andrews@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Melissa Haynie, Sr. Project Manager
Miller Electric Company
528 Northlake Blvd., Suite 1024
Altamonte Springs, Florida 32701
Phone: (407) 328-5220
Email: Mhaynie@mecojax.com

SECTION 34. **PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

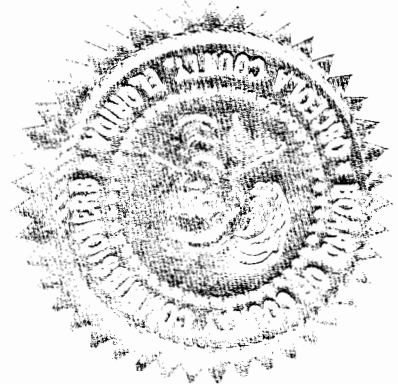
By: *Twinn Jensen*
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Shirley McCoy*
Clerk/Deputy Clerk of the Board

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

July 12, 2021



MILLER ELECTRIC COMPANY.

By: *R. Andrew Bowman*
Print: R. ANDREW BOWMAN
Title: VICE PRESIDENT
Date: 5/26/2021

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 20th day of May, 2021, by R. Andrew Bowman as Vice President of Miller Electric Company, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Danyel Feldt
NOTARY PUBLIC, State of Florida

(stamp)

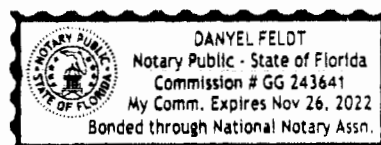


Exhibit "A"

Scope of Services and Technical Requirements.

A. Objective:

It is the intent of the Osceola County to contract with a qualified Contractor for various installation, maintenance, repairs and upgrades to the County's physical and electronic Genetec™-based security, video surveillance and access control systems. The awarded contractor shall furnish all parts, materials, equipment, labor and supervision as necessary to install, construct, maintain, calibrate, refurbish and replace any components or security system projects associated with the County's Genetec™ security systems. The awarded contractor shall also supply technical and programming services to maintain and optimize various security databases and systems associated with the County's electronic security, video surveillance and access control systems countywide.

B. Special Conditions:

All Proposers must meet and maintain for the duration of the contact:

1. The Awarded Contactor must be an authorized Genetec™ Unified Elite certified integrator and must submit proof with their submittal.
2. The Awarded Contactor shall be an authorized Genetec™ Unified Elite certified integrator, and have on staff no less than four (4) factory trained technicians in the installation, maintenance and service of Omnicast™ digital video surveillance systems.
3. The Awarded Contactor shall be an authorized Genetec™ certified integrator, and have on staff no less than two factory trained technicians in the installation, maintenance and service of Synergis™ IP access control systems.
4. The Awarded Contactor must be a Florida Certified Electrical Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
5. The Awarded Contactor must be a Florida Certified General Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
6. The Awarded Contactor shall have and maintain, on staff, a minimum of one (1) employee that is BISC Registered Communications Distribution Designer (RCDD).
7. The Awarded Contactor shall have, and maintain, on staff a minimum of one (1) employee that is an Axis Certified Professional and must provide the appropriate certificate with their proposal.
8. The Awarded Contactor shall have, and maintain, on staff, a minimum of one employee that is Genetec™ Certified and must provide proof of certification with their proposal.

C. Scope of Work:

1. *Repairs / Corrective Maintenance:* In the event of equipment failure, the Contractor will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also provide the necessary

replacement materials and parts. The Contractor is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within two (2) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.

2. *Preventive Maintenance:* The Contractor will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Contractor will provide a breakdown of recommended preventive maintenance activities and schedule for Osceola County approval.
3. *Renewal and Replacement:* If as a result of either corrective or preventive maintenance the Contractor discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Purchase Order Form, the Contractor shall submit to the County a proposal for the additional work necessary.
4. *Provision of Material and Parts:* The Contractor is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. Osceola County may at its option provide parts and consumables from its own inventory for Contractor installation.
5. *Asset Inventory and Database:* The Contractor will create and maintain, in a format acceptable to Osceola County, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided to Osceola County; the Contractor will verify all asset data provided to Osceola County and confirm its accuracy. The Contractor is also expected to add to, delete from, or modify any security system asset data provided by Osceola County. All replaced equipment will be entered into the database. The database will remain the property of Osceola County.
6. The Contractor shall assist in design, document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as-required basis. Work shall include the following: all labor, materials and equipment to complete the specifications; manufacturing and factory tests; delivery to the site; programming; interfacing with all existing alarm, access control, video and security systems; calibration; installation; system start-up services; training; and incidentals required to completely furnish and install security equipment at Osceola County facilities as designated.
7. The Contractor shall supply technical and programming services as required to troubleshoot and optimize Osceola County's existing alarm, access control, and video surveillance systems. These services shall be charged on an hourly basis per the price schedule.
8. The Contractor shall provide detailed documentation and diagrams to the County when installing a new system or significantly altering an existing one. The documentation requirements will be agreed upon with the County per project.
9. Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to Osceola County on electronic media. All Contractor supplied

programming services and applications turned over to or installed in Osceola County systems shall become property of Osceola County.

10. The Contractor shall provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.
11. The Contractor shall supply technical telephone support services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, as required. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time.
12. The Contractor shall provide Vulnerability Assessments on new and existing facilities per Homeland Security. These services shall be provided as Security Consultant Services.

D. Security:

The following security guidelines must be followed as part of this Agreement:

1. All posted facility security requirements will be maintained at all times.
2. Failure to comply with any security requirement may result in the worker(s) removal from any County facility.
3. It is at the COUNTY's sole discretion to remove personnel and/or to disallow their entry, at any time, with no cost or penalty to the COUNTY.
4. The CONTRACTOR'S employees must wear easily identifiable company uniforms (i.e. logo shirts).
 - a. NO shorts
 - b. NO sleeveless shirts
 - c. Objectionable Tattoo's (determined at the County's sole discretion) must be covered or the person may be denied entry.
5. All CONTRACTOR'S personnel will carry a current legal photo Identification card (such as a US State issued Driver's License) **and** a Contractor issued photo Identification card.
 - a. These must be presented immediately upon the request of the County.
 - b. A refusal to show identification will result in denied access, and/or the immediate escort and removal from County property. That action may further result in their clearances being permanently revoked.
6. All personnel affiliated with the CONTRACTOR who may be tasked with entering County facilities covered by this contract agreement may be required to complete a **background investigation**. Individuals must submit their information at the Contract initiation, or at least 48 hours prior to requiring entry. These persons include, but are not limited to:
 - a. Service Technicians, apprentices and helpers
 - b. Supervisors
 - c. Managers
 - d. Company/Corporate Officers
 - e. Owners
 - f. Volunteers
 - g. Contract Employees

- h. Subcontractors
 - i. Consultants
7. The depth of these investigations will vary by each facility's level of security access and will be detailed by the County's Project Manager or their designee upon the award of an Agreement. The County commonly uses, but does not limit itself to the following resources:
 - a. FDLE - (Florida Department of Law Enforcement)
 - b. JIS - (Judicial Inquiry System)
 - c. FCIC - (Florida Crime Information Center)
 - d. NCIC - (National Crime Information Center)
 - e. FDOH - (Florida Department of Health)
 - f. FDOC - (Florida Department of Corrections)
 - g. JLA - (Jessica Lunsford Act)
 - h. CJIS - (Criminal Justice Information Services)
 - i. CJNet - (Criminal Justice Network)
 - j. DAVID - (Driver And Vehicle Information Database)
 8. Any persons found guilty of a Felony charge within the last twenty (20) years from the date of the background investigation may be denied access into any Osceola County facility.
 - a. Any persons found guilty of Misdemeanor charges will not immediately be refused entry. The County will undertake an additional case-by case review and the individual may be approved access depending on the specific charge, quantity and severity of the misdemeanors.
 - b. Any persons who have been arrested, brought to any Osceola County facility, classified and housed anywhere in Osceola County within the last ten (10) years will be denied.
 9. Any Contractor personnel who will have continuous access to any County facility, or have the ability to view or access sensitive information within these facilities will need to be fingerprinted in addition to having their background check conducted.
 10. The initial cost at contract start-up will be covered by the County, any subsequent investigations, at any time, for any reason, may be at the cost of the CONTRACTOR.
 11. Only the personnel who pass the background investigations will be approved and authorized to access restricted County facilities.
 12. County facilities that may mandate background investigations are:
 - a. County Administration
 - b. Courts
 - c. Law Enforcement
 - d. Corrections
 - e. Constitutionals
 - f. Communications
 - g. Libraries (and any other facility where JLA may apply)
 - h. Health Care
 13. NOTE: The level of security and the requirement of a background investigation may be updated at any time, at the discretion of the County.

E. Response Time:

1. The Contractor must provide service twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.
2. Emergency Response Services:
 - a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the Osceola County site within two (2) hours of notification for critical emergency service
3. Non-Emergency Services:
 - a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the Osceola County site within two (2) business days of notification for non-critical non-emergency service.
4. For all Contractor-installed systems, the Contractor will work with the County's Project Manager or designee to maintain an inventory of commonly used or restricted availability parts and provide delivery within four (4) hours for inoperable systems or within 5 business days for non-emergency needs. Any exceptions must be approved and agreed upon with the County.
5. For all non-Contractor installed systems the Contractor must provide evidence of part order placement and an estimated time of arrival (ETA) on delivery of the parts within forty-eight (48) hours after receiving the Purchase Order. After delivery of parts, installation must be completed within two (2) hours for inoperable systems or within 5 business days for non-emergency needs.
6. The Contractor shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

F. Hours of Work:

1. **Normal Business Hours** – Normal Business hours are between the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding County holidays. Work performed during these hours will be billed as “**Straight Time Hours**” work. The Contractor is expected to perform work during these hours unless approved in advance and in writing by the County's Project Manager or designee.
 - a. Work scheduled in advance to be performed after Normal Business Hours shall be charged as “**Straight Time Hours**” work.
2. **After Hours** – After Hours are between the hours of 5:01 PM to 6:59 AM or on Saturday or Sunday or on County holidays. Work performed during these hours, including Emergency Work, will be billed as “**Over-Time Hours**” work. Work cannot be performed during these time frames unless approved in advance by the County's Project Manager or designee.
3. **Emergency Call Out:** Emergency Call Outs shall be charged at the “**Over-Time Hours**” rate, unless the Emergency Call out takes place during Normal Business Hours.
4. The County reserves the right to negotiate the hourly charge for work that starts during the Normal Business Hours but is completed within two hours after the start of After Hours.
5. No work may be performed on County holidays or after normal business hours without prior written authorization by the County's Project Manager or designee.

G. Project Proposals/Estimates:

1. For each project, the Contractor shall submit a complete written estimate prior to initiation of any work.
2. The written estimate shall include the scope of work to be performed, estimated cost of labor, including estimated hours and positions, and a list of parts and materials to be used. The project requestor shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of a Purchase Order prior to the Contractor proceeding with the work.
3. No work is to be performed without a valid Purchase Order issued by Osceola County.
4. The County shall not honor any unauthorized charges.

H. Permits:

1. The Contractor shall be responsible to apply for and obtain all permits required to complete the assigned projects.
2. Charges for permits fees shall be reimbursed at cost and shall not be marked up.
3. The Contractor shall provide supporting documentation of all permit fee charges.

I. Travel Time Expenses: The Contractor's travel time will be billed one way from the point of origin closest to the job site, as either the technician's location or Miller Electric, Company's Altamonte Springs office.

J. Workmanship and Inspection:

1. The Contractor shall employ professional, qualified, and responsible service technicians to perform the work. The Contractor is expected to employ service technicians trained in the maintenance and installation of the specific types of equipment used in the Osceola County video and security systems.
2. The County may, in writing, require the Contractor to remove any employee from a jobsite that the County deems incompetent or careless.
3. The County will make inspections at our discretion of the work performed under the contract.
4. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
5. All deficiencies noted during an inspection will be corrected by the Contractor at no additional cost to the County.
6. If the Contractor fails to correct the defects within seven (7) days, the County will be entitled to have such work remedied by other sources and the Contractor may be fully liable for all costs and expenses reasonably incurred by the County.

K. Emergency Services:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-

business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

2. Normal Business Hours under this agreement are Monday through Friday, 7:00AM through 5:00 PM, excluding published County holidays.
3. It is understood the awarded contractor shall have personnel available twenty-four (24) hours a day, seven (7) days a week throughout the term of the resulting agreement.
4. The Contractor shall maintain a 24 hour, 365 day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to Osceola County on a monthly basis.
5. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

L. Additional Obligations of the Contractor:

During the performance of work pursuant to this Contract, the Contractor will:

1. Supervise and direct all work, in accordance with industry standards and any applicable manufacturer's instructions, and may not in any way void a manufacturer's warranty.
2. Be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Services.
3. Provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are the subject of this specification.
4. Be responsible to Osceola County for the acts and omissions of their employees, subcontractors and their agents and employees, and all other persons performing any of the work as specified herein.
5. Assign a Project/Contract Manager who will have full authority to act on behalf of the Contractor on all matters relating to daily operation of the contract.
6. Provide Osceola County with a monthly schedule for all planned work, and reschedule such work when notified by Osceola County that the work cannot be performed at that time. The Contractor will not be compensated if work cannot be performed due to foreseeable circumstances.
7. Maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
8. Maintain documentation of all work performed under this Contract on forms provided or approved by Osceola County. All such documentation will become the property of Osceola County upon termination of this Contract. Invoices submitted by the Contractor will not be approved for payment unless written documentation of all work for which the Contractor seeks payment are attached. At the minimum, documentation will include:
 - a. Contractor name, complete address, and contact information
 - b. Date, time, and location of site visit
 - c. Reason for site visit
 - d. Brief description of work performed or accomplished

- e. Any observed deficiencies or operational issues and recommendations for resolution
- f. Required or recommended follow-up
- g. Parts and/or consumables used
- h. Labor hours
- i. Participating Contractor personnel
- j. Osceola County Purchase Order number
- k. Approval by Contractor Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

M. Site Clean-Up and Waste:

1. The Contractor will, at all times, keep the adjacent areas of the job site free from accumulation of waste materials or rubbish caused by their operations.
2. The Contractor shall maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate.
3. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate.
4. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
5. The Contractor will remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies and materials, leaving the job site in a clean, ready to use condition.
6. The Contractor will **not** use trash receptacles on the County's premises without authorization.
7. All waste materials associated with these services will be handled in accordance with all federal, state and local regulations.

N. Warranty

All projects and work performed under this agreement shall have a minimum 24 month parts and labor warranty. Should the manufacturer's warranties exceed 24 months, the manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial 24 month period.

O. Re-Repair Services.

The awarded contractor shall monitor, track and identify services that require re-repair. The awarded contractor shall not include the costs of such repairs in their monthly statement.

P. Parts and Materials.

1. The Contractor shall bill the County for Genetec™ security system specific parts and materials based on a discount off Manufacturer Suggested Retail Price (MSRP), based on a published catalog. This includes, but is not limited to, Genetec™, Axis™,

Synergis™, Omnicast™ and HID™ products.

2. The Contractor shall provide to the County semi-annually, at a minimum, a copy of the published catalog documenting MSRP.
3. The Discount provided shall be an established minimum. Osceola County reserves the right to negotiate the Discount on large project, when in the best interest of the County.
4. When providing Invoices, the Contractor shall note on the documentation the MSRP cost and the resulting price after applying the Discount.
5. For items identified as consumables, the County will pay the Contractor for such materials as reimbursement plus at 15% markup for administration. Consumables are items used in order to connect the various main components into the access control and video surveillance system. This includes, but is not limited to wires, "pull strings", conduit, connectors, tape, junction boxes, various chemicals, shop supplies and other similar items. The Contractor will provide a list of items they have used as part of their invoice.

Q. Subcontractor Costs.

1. **The awarded contractor is required, and must be able to perform, fifty-one percent (51%) of the work described herein without the use of subcontractors.**
2. Should the Contractor require the services of a subcontractor, the services and subcontractor's pricing must be detailed on the invoice submitted to the County (with back-up receipts and documentation).
3. The County will pay the Contractor for the sub-contracted services at the Contractors cost, as a reimbursement plus at 15% markup for administration.
4. The Contractor is responsible for all payments to their subcontractors.
5. The Contractor assumes all liability and is solely responsible for ALL subcontractor work and actions.
6. The use of subcontractors must be approved in advance by the County's Project Manager or Designee. The County will have full discretion over whether the Contractor may or may not utilize a subcontractor.

R. Equipment Rentals.

1. Should the Contractor require the use of equipment, such as specialty and heavy equipment, the rental of such equipment and pricing must be detailed on the invoice submitted to the County (with back-up receipts and documentation).
2. The County will pay the Contractor for the rental of equipment the Contractors cost, as a reimbursement plus at 15% markup for administration.
3. The Contractor is responsible for all payments for equipment rental.
4. The Contractor assumes all liability and is solely responsible for ALL equipment rentals they obtain.
5. The use of rental equipment must be approved in advance by the County's Project Manager or designee.

S. Annual Maintenance and Support (SMA).

The Contractor, as a system integrator, shall provide to the County access to all Genetec™ maintenance and support programs.

Exhibit "B"
Pricing Schedule

Labor Hours Price Schedule Standard/Normal Hours	
Description	Hourly Rate
Project Management	\$ 115.00
Installation Technician	\$ 105.00
Installation Technician (Helper)	\$ 95.00
Field Engineer	\$ 115.00
Service Technician	\$ 105.00
Application Engineer	\$ 115.00
Draftsman/CADD Technician	\$ 115.00
Clerical (O&M Documentation)	\$ 75.00

Labor Hours Price Schedule Over Time/After Hours	
Description	Hourly Rate
Project Management	\$ 172.50
Installation Technician	\$ 157.50
Installation Technician (Helper)	\$ 142.50
Field Engineer	\$ 172.50
Service Technician	\$ 157.50
Application Engineer	\$ 172.50
Draftsman/CADD Technician	\$ 172.50
Clerical (O&M Documentation)	\$ 112.50

Genetec™ Specific Parts and Materials	
Description	Percentage Discount
All Genetec™, Axis™, Synergis™, Onmicast™, HID™ and other Genetec™ System specific Parts and Materials	13% minimum

Miscellaneous Consumable Parts and Materials	
Description	Percentage Markup
Miscellaneous Consumable Parts and Materials	Cost plus 15%

Subcontractor and Equipment Rental Costs	
For both Subcontractor and Equipment Rental Costs, the County will provide a reimbursement of expenses. The awarded contractor will provide a copy of the subcontractor and equipment rental invoice to support reimbursement with their invoice for work performed.	
Description	Estimated Costs
Subcontractor Costs	Cost plus 15% - requires prior approval by the County's Project Manager or Designee
Equipment Rental Costs	Cost plus 15% - requires prior approval by the County's Project Manager or Designee

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ZALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

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

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

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Zachary Allen, CRM, CRIS, MLIS
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: ZAllen@cwpowellins.com
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Ins Co 16535

INSURER B: Travelers Prop Cas Co of Am 25674

INSURER C: XL Specialty Insurance Co 37885

INSURER D:

INSURER E:

INSURER F:

INSURED
Miller Electric Company
P O Box 1799
Jacksonville, FL 32201-1799

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	☒ ☒	GLO038137505	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
	☒ XCU					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
						EBL AGGREGATE \$ 1,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	☒ ☒ BAP038137605	7/1/2020	7/1/2021	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB	☒ OCCUR				EACH OCCURRENCE \$ 15,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	☒ ☒ ZUP-15P20283-20-NF	7/1/2020	7/1/2021	AGGREGATE \$
	DED ☒ RETENTION \$ 10,000					Aggregate \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N ☐ N/A	☒ WC038137405	7/1/2020	7/1/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		UM00040936MA20A	7/1/2020	7/1/2021	Any One Item: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Video Surveillance and Access Control Security System Installation, Maintenance, Repairs and Upgrades

Osceola County is included as additional insured as respects general liability and auto liability on a primary and non-contributory basis per the attached endorsements. A waiver of subrogation is granted in favor of the additional insured as respects general liability, auto liability, and workers compensation per the attached endorsements, and where permitted. Umbrella liability applies excess to general liability, auto liability, and employers liability (workers compensation). 30 days notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Osceola County
1 Courthouse Square
Kissimmee, FL 34741

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

AUTHORIZED REPRESENTATIVE

**Miller Electric Company
Addendum to Certificate of Insurance**

Additional Description of Operations:

Auto Liability Includes:

Hired and Non-Owned Liability

Hired and Non-Owned Physical Damage - Deductibles as follows:

\$250 Comprehensive; \$500 Collision

General Liability – Additional Insured Status:

Additional Insured status provided through U-GL-2162-A CW (02/19) endorsement. This form allows for entities to be named as additional insureds via one of the 04/13, 07/04, or 10/01 edition date versions of the ISO CG 20 10 and CG 20 37 endorsements, as required and specified by the applicable contract(s). If no form version is specified, then the 04/13 editions of the CG 20 10 and CG 20 37 endorsements will apply.

Professional and Contractors Pollution Legal Liability

Policy # CEO744696804

Insurer: Indian Harbor Insurance Company

Effective 07/01/2020; Expiration 07/01/2021

Policy Aggregate Limit of Liability: \$5,000,000

Coverage A - Professional Liability

Limit of Liability Each Act, Error, or Omission: \$5,000,000

Aggregate Limit of Liability: \$5,000,000

Retention: \$100,000

Professional Liability Coverage is Claims Made.

Retroactive date: 12/03/2010

Coverage B - Contractors Pollution Legal Liability

Each Pollution Condition: \$5,000,000

Aggregate Limit of Liability: \$5,000,000

Retention: \$100,000

Pollution Coverage is occurrence based.

Installation Floater & Riggers Liability

Policy # Renewal of UM00040936MA20A

Insurer: XL Specialty Insurance Co

Effective 07/01/2020 - 07/01/2021

Basic Limit: \$5,000,000

Maximum Amount of Payment: \$10,000,000

Temporary Location: \$1,000,000

Transit: \$1,000,000

Deductible: \$2,500

Separate Named Storm deductible applies – 2% of the completed value subject to \$10,000 minimum for listed coastal counties.

Excludes Flood and Earth Movement

Riggers Liability

Coverage Limit: \$50,000

Crime Coverage

Policy # 169804990

Insurer: Continental Casualty Company

Effective: 07/01/2020 - 07/01/2021

Coverage A - Employee Theft - \$5,000,000 - Per Occurrence

Coverage A1 - Client Property - \$5,000,000 - Per Occurrence

Deductible - \$35,000 - Per Occurrence



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO038137505

Effective Date: 07/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**ZURICH**

General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO038137505	07/01/2020	07/01/2021	07/01/2020			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
 - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
 - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.
- Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:
- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section **III – Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO038137505	07/01/2020	07/01/2021	07/01/2020	84099000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Any Engineers, Architects or Surveyors while not engaged by you, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured: MILLER ELECTRIC COMPANY	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MILLER ELECTRIC COMPANY

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN
CONTRACT AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against
Others To Us** condition does not apply to the
person(s) or organization(s) shown in the Schedule,
but only to the extent that subrogation is waived prior
to the "accident" or the "loss" under a contract with
that person or organization.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP038137605	07/01/2020	07/01/2021	07/01/2020	84099000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2020

Policy No. WC038137405

Endorsement No.

Insured Miller Electric Company

Premium \$

Insurance Company Zurich American Insurance Company

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

COMMERCIAL INSURANCE

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured
MILLER ELECTRIC COMPANY

Policy Number
WC 0381374-05

MODIFICATION OF TIME FOR NOTICE OF CANCELLATION OR NONRENEWAL

MODIFICATION OF TIME FOR NOTICE OF CANCELLATION OR NONRENEWAL

THIS ENDORSEMENT MODIFIES THE CANCELLATION OR NONRENEWAL PROVISIONS OF THE POLICY AND ANY OTHER ENDORSEMENT TO THE POLICY STATING THE NUMBER OF DAYS NOTICE TO BE PROVIDED BY US IN THE EVENT OF CANCELLATION OR NONRENEWAL.

TO THE EXTENT THAT THE POLICY OR OTHER ENDORSEMENT REQUIRES THAT WE PROVIDE NOTICE IN THE EVENT OF CANCELLATION OR NONRENEWAL, WRITTEN NOTICE WILL BE GIVEN THE INSURED NO LESS THAN 60 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CANCELLATION OR NONRENEWAL.

NOTHING IN THIS ENDORSEMENT MODIFIES THE NUMBER OF DAYS NOTICE TO BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

IN NO EVENT WILL THE NUMBER OF DAYS NOTICE OF CANCELLATION OR NON-RENEWAL CONTAINED IN THE PROVISIONS OF THIS ENDORSEMENT BE LESS THAN WHAT IS REQUIRED BY LAW.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

MILLER ELECTRIC COMPANY

Filing Information

Document Number 176698
FEI/EIN Number 59-0361850
Date Filed 12/29/1953
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/02/2019
Event Effective Date NONE

Principal Address

6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Changed: 03/27/2019

Mailing Address

SUSAN A. WALDEN
P. O. BOX 1799
JACKSONVILLE, FL 32201

Changed: 02/22/1999

Registered Agent Name & Address

WALDEN, SUSAN A
6805 Southpoint Parkway
Jacksonville, FL 32216

Name Changed: 02/22/1999

Address Changed: 01/14/2020

Officer/Director Detail

Name & Address

Title CEO

BROWN, HENRY K
6805 SOUTHPOINT PARKWAY

JACKSONVILLE, FL 32216

Title ST

WALDEN, SUSAN A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CHAI

AUTREY, RONALD A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BROWN, DANIEL A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CHAIRMAN EMERITUS

AUTREY, HENRY E
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VICE PRES

WITT, EDWARD E, JR
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

STALLINGS, DAVID L
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

SMITH, DONALD
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

MACDONALD, JAMES
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

TESNEY, ROBERT

6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

O'HALLORAN, EDWARD
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

HEBERT, KEVIN
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VC

WITT, EDWARD E, SR.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

SEAY, BRIAN
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

CREEL, JAMES A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title ASST S

ZIMMERMAN, BRENT T.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title ASST T

PRICE, ROCHELLE B.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CFO

HENSLEY, KYLE
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BRANNEN, MICHAEL
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

FLANIGAN, KEVIN C
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BOWMAN, ROBERT ANDREW
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CLO

KEENAN, PATRICIA O
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

Oliver, Michael B
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Annual Reports

Report Year	Filed Date
2019	01/18/2019
2020	01/14/2020
2021	01/11/2021

Document Images

[illegible]

[illegible]

ITEM 7.I

Beaumont Complex Replat – Final Plat

Request

Request City Commission approval of the final plat known as Beaumont Complex Replat (DRC # SR-22-0017), without a performance guarantee/agreement.

Explanation

The owners of the property, the City of Kissimmee and GB Skyview Kissimmee Phase 1 Owner, LLC, are requesting final plat approval without a guarantee, in accordance with the City's Land Development Code (LDC) requirements. This is a Major Subdivision, as defined in LDC §14-3, and was reviewed using the City's preliminary and final plat procedures.

The property is located between Martin Luther King, Jr. Boulevard (north) and Sumner Street (south) and between Clyde Avenue (west) and Central Avenue (east) and is zoned T5-M (Mixed-Use Center). The 20.42+/- acre parcel is being subdivided into seven (7) tracts to be owned by the City of Kissimmee, four (4) tracts to be owned by Skyview (the record owner of Lot 1), and three (3) fee-simple lots for future development purposes. The City will be responsible for the maintenance of Tracts 1 and 2 (Retention Pond Tracts), and the owner of Lot 1 for all others. Additionally, new right-of-way for Aultman Street, Beaumont Avenue, and Rose Avenue is being dedicated to the public with this plat along with several easements. It should be noted the rights-of-way are designed to cover only the travel lanes for some portions of the road.

The replatting and redevelopment of the Beaumont site is occurring in accordance with the mutual promises and obligations memorialized in the Master Development Agreement approved for the property on December 21, 2021. Phase I is currently under construction, with Phase II and III under preliminary design.

This subdivision plat has been prepared in accordance with Land Development Code and Florida Statutes Chapter 177 requirements.

Recommendation

Approval of the Beaumont Complex Replat final plat, without performance guarantee/agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) SR-22-0017 Beaumont Complex Replat Final Plat
2. Vicinity Map

BEAUMONT COMPLEX REPLAT

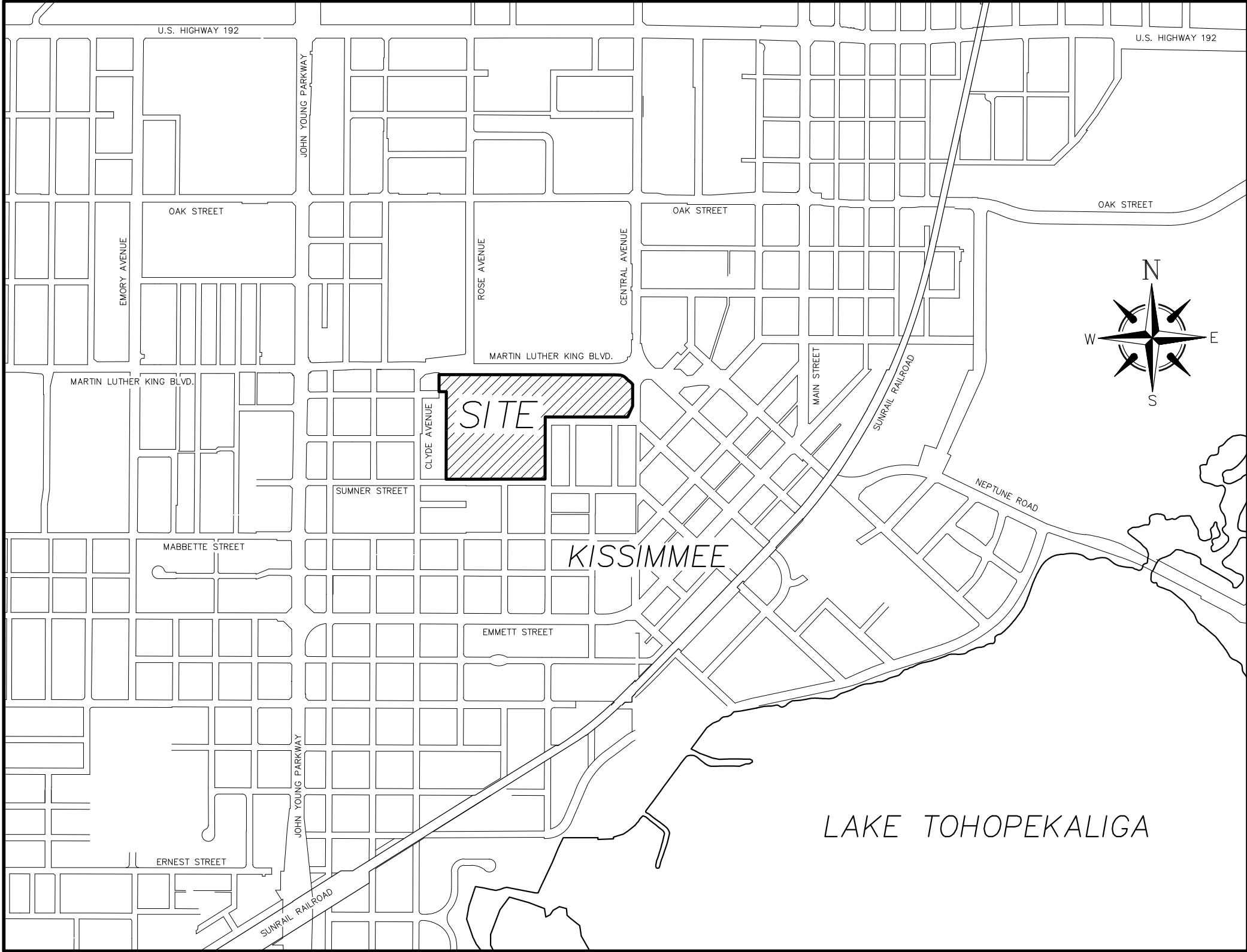
A REPLAT OF LOT 1
OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX PER
PLAT BOOK 12, PAGES 45 & 46, AND LOTS 15, 16 & 23, BLOCK N,
RESUBDIVISION OF BLOCKS I, J, K, N, O AND P, MATTHEWS ADDITION
TO KISSIMMEE CITY PER PLAT BOOK 1, PAGE 68
SECTION 21, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A parcel of land being Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45-46, and Lots 15, 16 and 23, Block N, RESUBDIVISION OF BLOCKS I, J, K, N, O and P, MATTHEWS ADDITION TO KISSIMMEE CITY, according to the plat thereof, as recorded in Plat Book 1, Page 68 of the Public Records of Osceola County, Florida and a portion of vacated Beaumont Avenue and a portion of vacated Aultman Street, and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, KISSIMMEE FIRE STATION NO. 11, according to the plat thereof, as recorded in Plat Book 21 Page 108 of the Public Records of Osceola County, Florida; thence run N89°58'24"E along the North Right of Way line of Summer Street, a distance of 781.64 feet to a point on the Westerly Right of Way line of Beaumont Avenue; thence along said Westerly Right of Way line the following twelve courses and distances; thence run S85°26'30"E, a distance of 5.92 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39"; thence run Northeasterly, along the Arc of said curve, a distance of 16.04 feet (Chord Bearing = N26°33'08"E, Chord = 15.83 feet) to the Point of Tangency thereof; thence run N00°42'26"E, a distance of 67.08 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence run Northwesterly, along the Arc of said curve, a distance of 27.75 feet (Chord Bearing = N31°05'33"W, Chord = 26.35 feet); thence run N00°06'36"E, a distance of 29.91 feet to a Point on a non-tangent curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Northeasterly, along the Arc of said curve, a distance of 28.04 feet (Chord Bearing = N28°44'22"E, Chord = 26.60 feet) to a Point on a non-tangent curve, concave to the West, having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence run Northerly, along the Arc of said curve, a distance of 70.29 feet (Chord Bearing = N03°06'20"W, Chord = 70.28 feet) to the Point of Reverse Curvature of a curve, concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Northerly, along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = N03°35'09"W, Chord = 59.99 feet) to the Point of Tangency thereof; thence run N01°56'08"W, a distance of 25.04 feet; thence run N00°02'07"W, a distance of 108.37 feet to a Point on a non-tangent curve, concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence run Northerly, along the Arc of said curve, a distance of 13.90 feet (Chord Bearing = N15°49'09"W, Chord = 13.72 feet); thence run N00°06'36"E, a distance of 58.38 feet to a point on the North Right of Way of Aultman Street; thence along said North Right of Way line the following fourteen courses and distances; thence run S89°57'18"E, a distance of 71.55 feet; thence run S84°48'22"E, a distance of 29.17 feet; thence run S84°53'56"E, a distance of 31.01 feet; thence run S82°33'44"E, a distance of 44.39 feet; thence run S83°19'49"E, a distance of 20.72 feet; thence run S84°14'22"E, a distance of 10.64 feet; thence run S85°09'55"E, a distance of 21.28 feet; thence run S86°23'58"E, a distance of 21.28 feet; thence run S87°56'32"E, a distance of 31.92 feet; thence run S89°16'46"E, a distance of 89.66 feet; thence run N89°49'35"E, a distance of 247.35 feet to the Point of Curvature of a curve, concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence run Easterly, along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = N69°53'31"E, Chord = 34.93 feet); thence run N02°11'36"E, a distance of 6.82 feet to a point on the West Right of Way line of Central Avenue; thence along said West Right of Way line the following five (5) courses and distances; thence run N24°02'36"E, a distance of 94.20 feet; thence run N00°15'09"E, a distance of 170.21 feet to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 79.00 feet and a Central Angle of 24°32'05"; thence run Northwesterly, along the Arc of said curve, a distance of 33.83 feet (Chord Bearing = N44°40'08"W, Chord = 33.57 feet) to the Point of Reverse Curvature of a curve, concave to the Northeast, having a Radius of 111.00 feet and a Central Angle of 17°18'58"; thence run Northwesterly, along the Arc of said curve, a distance of 33.55 feet (Chord Bearing = N48°16'41"W, Chord = 33.42 feet) to the Point of Reverse Curvature of a curve, concave to the Southwest, having a Radius of 79.00 feet and a Central Angle of 48°17'25"; thence run Northwesterly, along the Arc of said curve, a distance of 66.58 feet (Chord Bearing = N63°45'54"W, Chord = 64.63 feet) to the Point of Tangency thereof and a point on the South Right of Way line of Martin Luther King Boulevard; thence along said South Right of Way line the following two (2) courses and distances; thence run N86°56'07"W, a distance of 40.41 feet; thence run N89°57'44"W, a distance of 1,381.77 feet; thence departing said South Right of Way line, run S00°07'06"W, a distance of 133.79 feet to a point on the North line of said Lot 1, KISSIMMEE FIRE STATION NO. 11; thence along the North and East line of said Lot 1 the following two (2) courses and distances; thence run N89°53'37"E, a distance of 57.40 feet; thence run S00°06'25"W, a distance of 691.62 feet to the Point of Beginning.

Containing 889,500 square feet or 20.420 acres, more or less.



VICINITY MAP

NOT TO SCALE

TITLE OPINION NOTES

- Non-Exclusive Landscape Easement in favor of the City of Kissimmee recorded December 18, 2009, in Official Records Book 3928, beginning at Page 2875;
- Temporary Construction and Access Easement in favor of Skyview Kissimmee Developer LLC, a Delaware limited liability company recorded July 21, 2022, in Official Records Book 6255, beginning at Page 1247;
- Master Development Agreement recorded October 24, 2022, in Official Records Book 6304, beginning at Page 2388; and First Amendment recorded October 24, 2022, in Official Records Book 6304, beginning at Page 2492;
- Blanket access, drainage, maintenance and utility easement, over the vacated portions of Aultman Street and Beaumont Avenue, reserved in Resolution No. 27-2022 recorded December 27, 2022, in Official Records Book 6335, beginning at Page 1255;
- Declaration of Covenants and Restrictions recorded January 17, 2023, in Official Records Book 6345, Page 590;
- Drainage Easements as set forth in Special Warranty Deed recorded March 29, 2023 in Official Records Book 6377, Page 2307;
- Construction, Drainage and Access Easement recorded March 29, 2023, in Official Records Book 6377, Page 2320;
- Recorded Notice of Environmental Resource Permit recorded March 28, 2023 in Official Records Book 6377, Page 1268;



900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

SHEET 1 OF 3

PLAT BOOK PAGE

DEDICATION
BEAUMONT COMPLEX REPLAT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates TRACT RW and Easements shown hereon to the perpetual use of the public and said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, The undersigned, has caused these presents to be signed and sealed by the person(s) named below on _____, 2024:
GB SKYVIEW KISSIMMEE PHASE I OWNER LLC, a Delaware Limited Liability Company

By: _____
Print Name: _____
Signed and sealed in the presence of: _____
Witness: _____ Witness: _____

Signature _____ Signature _____
Print Name _____ Print Name _____
STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024 BY: _____, SUCH PERSON ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

DEDICATION
BEAUMONT COMPLEX REPLAT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates TRACT RW and Easements shown hereon to the perpetual use of the public and said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, The undersigned, has caused these presents to be signed and sealed by the person(s) named below on _____, 2024:
CITY OF KISSIMMEE, A municipal corporation of the State of Florida.

By: _____
Print Name: Mike Steigerwald, City Manager
Signed and sealed in the presence of: _____
Witness: _____ Witness: _____

Signature _____ Signature _____
Print Name _____ Print Name _____
STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024 BY: Mike Steigerwald, City Manager, SUCH PERSON ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 04/19/2022 he completed the survey of the lands as shown in the fore-going plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 21, Township 25 South, Range 29 East, Osceola County, Florida.

.....
BARRY W. PREWITT
Dated Registration No.2687.....
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966
JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL
BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That onthe Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

....., P.S.M.
Dated Registration No.

CERTIFICATE OF APPROVAL
BY MUNICIPALITY

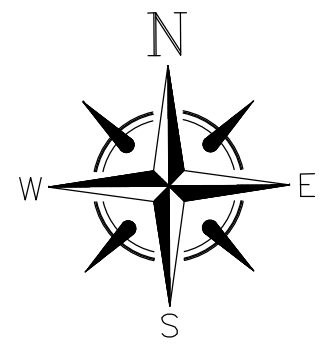
THIS IS TO CERTIFY, That ontheapproved the foregoing plat.

ATTEST: MAYOR
.....
CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

..... at
.....
Clerk of the Circuit Court
in and for Osceola County, Florida
BY.....D.C. File No.....



GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

BEAUMONT COMPLEX REPLAT

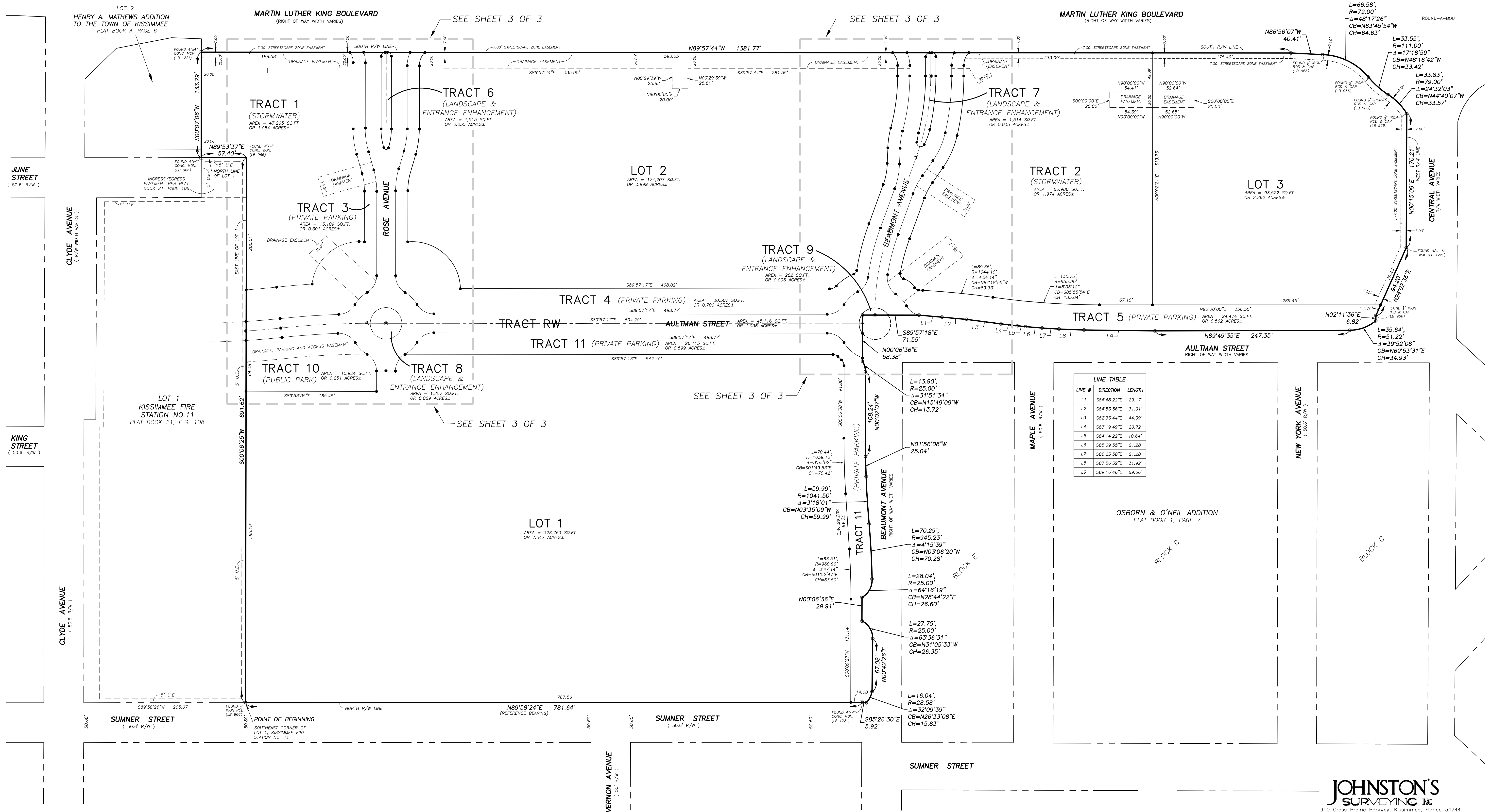
A REPLAT OF LOT 1

OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX PER
PLAT BOOK 12, PAGES 45 & 46, AND LOTS 15, 16 & 23, BLOCK N,
RESUBDIVISION OF BLOCKS I, J, K, N, O AND P, MATTHEWS ADDITION
TO KISSIMMEE CITY PER PLAT BOOK 1, PAGE 68
SECTION 21, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

SHEET 2 OF 3

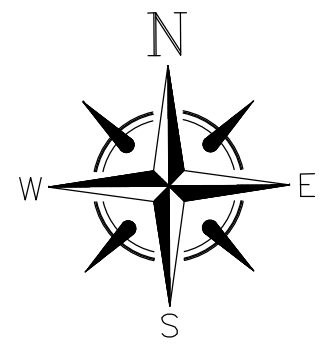
PLAT
BOOK

PAGE



SEE SHEET 1 OF 3 FOR NOTES, AND LEGEND OF ABBREVIATIONS AND SYMBOLS

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB. 966



GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

BEAUMONT COMPLEX REPLAT

A REPLAT OF LOT 1

OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX PER
PLAT BOOK 12, PAGES 45 & 46, AND LOTS 15, 16 & 23, BLOCK N,
RESUBDIVISION OF BLOCKS I, J, K, N, O AND P, MATTHEWS ADDITION
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CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

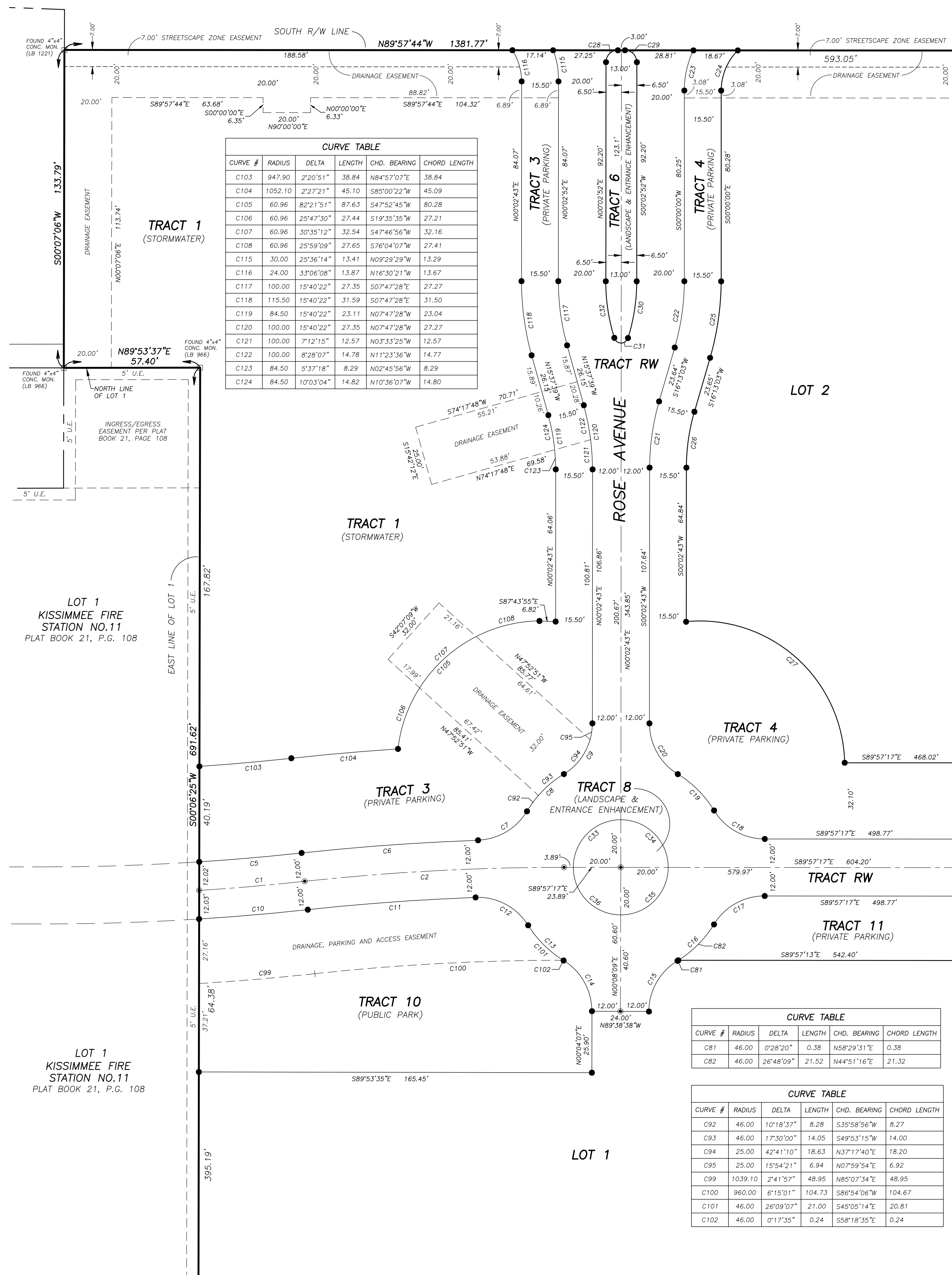
SHEET 3 OF 3

PLAT
BOOK

PAGE

MARTIN LUTHER KING BOULEVARD
(RIGHT OF WAY WIDTH VARIES)

MARTIN LUTHER KING BOULEVARD
(RIGHT OF WAY WIDTH VARIES)



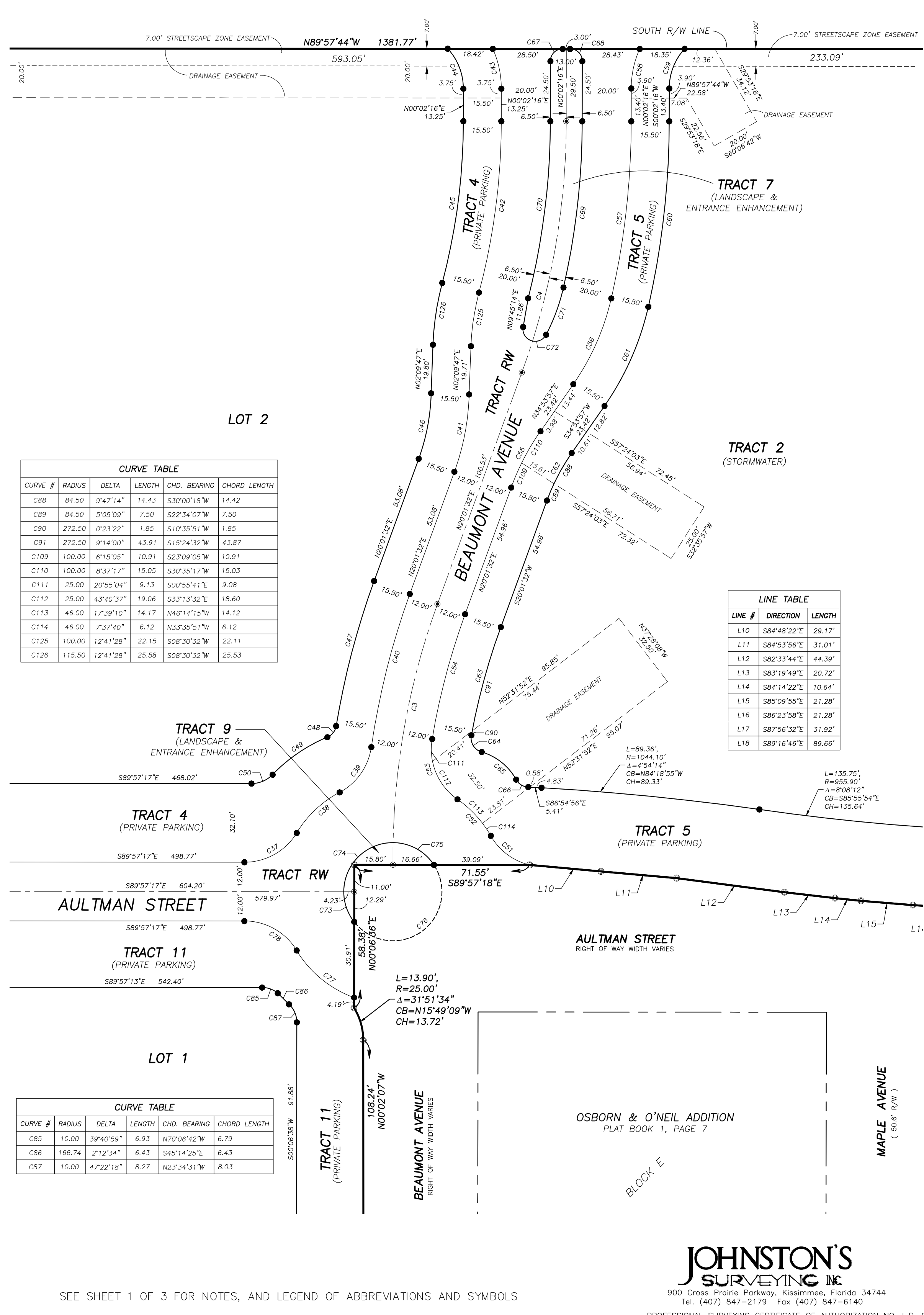
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C2	1000.00	6°16'02"	109.38	S86°54'42"W	109.33
C3	300.00	20°43'30"	108.52	S09°39'47"W	107.93
C4	300.00	19°59'16"	104.66	N10°01'54"E	104.13
C5	1004.08	2°28'09"	43.27	N85°02'17"E	43.27
C6	1012.00	4°12'59"	74.47	S85°53'11"W	74.45
C7	25.00	5°11'02"	24.94	N09°24'39"E	23.92
C8	46.00	2°48'33"	22.33	S44°43'56"W	22.11
C9	25.00	58°35'32"	25.57	N29°20'29"E	24.47
C10	1036.02	2°32'23"	45.92	N85°05'13"E	45.92
C11	988.00	4°06'28"	70.83	S85°49'55"W	70.82
C12	25.00	6°06'10"	26.22	N62°03'46"W	25.04
C13	46.00	26°26'41"	21.23	S45°14'02"E	21.04
C14	25.00	58°29'11"	25.52	N29°12'47"W	24.43
C15	25.00	58°41'52"	25.61	S29°22'45"W	24.51
C16	46.00	2°16'29"	21.90	N45°05'26"E	21.69
C17	25.00	58°35'32"	25.57	S60°44'57"W	24.47
C18	25.00	58°35'32"	25.57	S60°39'31"E	24.47
C19	46.00	2°11'03"	21.82	N44°51'17"W	21.62
C20	25.00	58°35'32"	25.57	S29°15'03"E	24.47

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C21	100.00	16°10'20"	28.23	S08°07'53"W	28.13
C22	102.57	15°47'37"	28.27	N08°15'07"E	28.18
C23	39.50	25°21'51"	17.49	S12°43'39"W	17.34
C24	24.00	44°50'24"	18.78	S22°27'55"W	18.31
C25	118.07	15°49'21"	32.61	N08°14'32"E	32.50
C26	84.50	16°10'20"	23.85	S08°07'53"W	23.77
C27	60.96	84°07'41"	100.15	N48°19'24"W	89.26
C28	5.00	89°57'17"	7.85	S45°01'22"W	7.07
C29	5.00	90°03'01"	7.86	N44°58'29"W	7.07
C30	80.00	17°21'47"	24.24	N08°43'37"E	24.15
C31	3.00	146°27'53"	7.67	S89°21'33"E	5.74
C32	80.00	16°10'20"	22.58	S08°02'27"E	22.51
C33	20.00	90°00'00"	31.42	S45°02'43"W	28.28
C34	20.00	90°00'00"	31.42	N44°57'17"W	28.28
C35	20.00	90°05'26"	31.45	N45°05'26"E	28.31
C36	20.00	89°54'34"	31.38	S44°54'34"E	28.26

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C37	300.00	20°43'30"	108.52	S09°39'47"W	107.93
C38	300.00	19°59'16"	104.66	N10°01'54"E	104.13
C39	25.00	58°35'32"	25.57	N09°24'39"E	24.47
C40	46.00	30°21'01"	24.37	S48°37'42"W	24.08
C41	25.00	57°37'45"	23.40	N34°39'20"E	22.56
C42	312.00	1°15'10"	64.54	S14°06'00"W	64.42
C43	100.00	16°28'26"	32.24	N10°47'19"E	32.10
C44	273.50	14°49'00"	70.73	N07°26'46"E	70.53
C45	39.50	24°17'41"	16.75	N12°06'34"W	16.62
C46	24.00	42°37'15"	17.85	N21°16'22"W	17.44
C47	258.00	14°49'00"	66.72	N07°26'46"E	66.53
C48	84.50	18°31'39"	27.32	N10°45'43"E	27.21
C49	327.50	10°43'10"	61.27	S14°39'57"W	61.18
C50	6.00	57°43'01"	6.04	N38°09'53"E	5.79
C51	68.50	22°47'58"	27.26	S59°37'24"W	27.08
C52	12.00	45°49'18"	9.60	N67°08'04"E	9.34
C53	25.00	46°45'58"	20.41	S51°10'00"E	19.84
C54	46.00	25°16'49"	20.30	N42°25'25"W	20.13
C55	25.00	64°35'41"	28.18	S22°46'00"E	26.72
C56	288.00	10°29'42"	52.75	S14°46'41"W	52.68

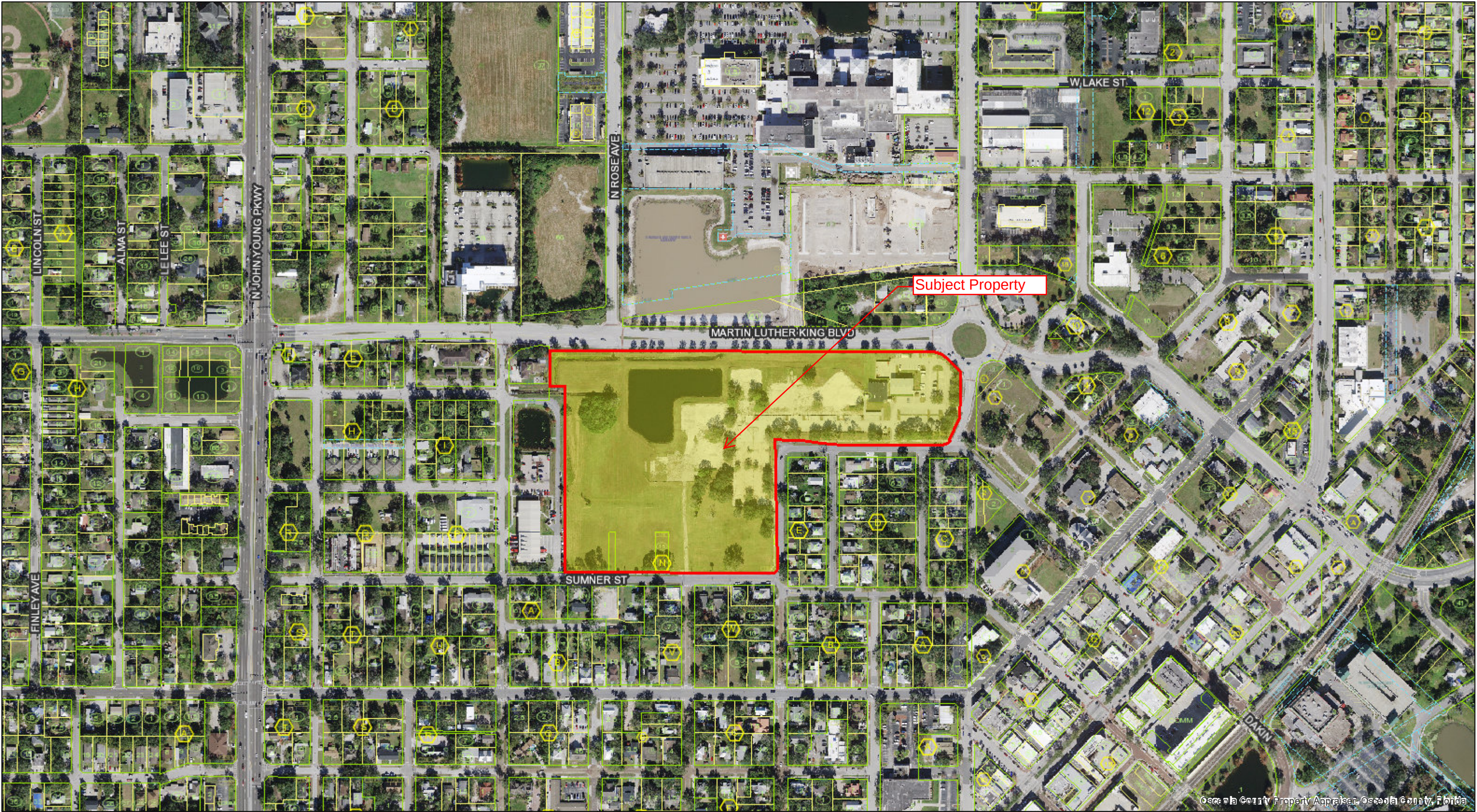
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C57	100.00	14°52'23"	25.96	S27°27'44"W	25.89
C58	100.00	22°04'31"	38.53	N23°51'41"E	38.29
C59	326.50	12°47'09"	72.86	N06°25'51"E	72.71
C60	39.50	24°03'06"	16.58	S12°03'49"W	16.46
C61	24.00	42°07'37"	17.65	S21°06'05"W	17.25
C62	342.00	12°47'09"	76.32	N06°25'51"E	76.16
C63	115.50	22°04'31"	44.50	N23°51'41"E	44.23
C64	84.50	14°52'23"	21.93	S27°27'44"W	21.87
C65	272.50	9°37'22"	45.77	S15°12'51"W	45.71
C66	6.00	83°50'36"	8.78	S31°31'09"E	8.02
C67	24.00	44°06'33"	18.48	N01°23'11"W	18.02
C68	6.00	57°43'56"	6.05	S58°11'52"E	5.79
C69	5.00	90°00'00"	7.85	S45°02'16"W	7.07
C70	5.00	90°00'00"	7.85	N44°57'44"W	7.07
C71	306.50	12°47'09"	68.40	N06°25'51"E	68.26
C72	293.50	14°15'06"	73.00	N07°09'49"E	72.82
C73	80.00	14°44'23"	20.58	N20°11'37"E	20.52
C74	5.00	162°11'26"	14.15	S71°20'29"E	9.88
C75	20.00	37°54'16"	13.23	S18°54'28"E	12.99
C76	20.00	37°54'16"	13.23	S18°54'28"E	12.99
C77	46.00	28°09'07"	21.00	S45°05'14"E	20.81
C78	46.00	0°17'35"	0.24	S08°18'35"E	0.24

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C75	20.00	56°28'13"	19.71	N61°32'45"W	18.92
C76	20.00	175°27'06"	61.24	N54°24'54"E	39.97
C77	46.00	38°28'57"	30.90	S50°36'14"E	30.32
C78	25.00	58°35'32"	25.57	N60°39'31"W	24.47



SEE SHEET 1 OF 3 FOR NOTES, AND LEGEND OF ABBREVIATIONS AND SYMBOLS

JOHNSTON'S
SURVEYING, INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB. 966

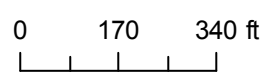


Osceola County Property Appraiser, Osceola County, Florida

SR-22-0017 - Beaumont Complex Replat

Final Plat

Date Generated: 1/23/2024



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.J

Purchase of Video Management Solution

Request

Request approval to engage Thundercat Technology to implement a turn-key control room video management and video wall solution.

Explanation

The City has a wide variety of video systems and data streams that, when combined, can assist key decision-makers with making well-informed decisions while maintaining optimal situational awareness.

Currently, operators are required to utilize multiple systems to access various data sets and video streams. However, through the VuWall solution, critical sites will be provided with viewing capabilities through a centralized, common operating platform. The system will not only be used in day-to-day operations but will be highly utilized during critical incidents when emergency management activities are underway.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110706-506494	SSEM002B		\$380,000	\$379,189

Financial Summary:

The acquisition of VuWall through Thundercat is being procured as the sole source given its ability to directly pass critical metadata from the City's security video management solution, which will drastically streamline the maintenance of the various system components. While the purchase is sole source, the pricing will be based on an OMNIA, Florida state-wide adopted contract (43210000-23-OMNIA-ACS-TX).

Recommendation

Approval to engage Thundercat Technology to purchase and implement a control room video management solution for \$379,188.21.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

City of Kissimmee

Attachment(s):

1. ThunderCat Proposal (Redacted)
2. VuWall Sole Source Letter (Redacted)
3. (S) ThunderCat Proposal (Exempt)
4. VuWall Sole Source Letter (Exempt)



TECHNICAL PROPOSAL

Control Room Solutions

ThunderCat Technology LLC
City of Kissimmee, FL

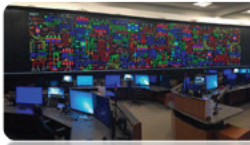


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Control Room Applications

ThunderCat understands that control rooms come in many forms and functions. Our team of certified and experienced design engineers, project managers, and installation technicians deliver the fully integrated technology, equipment, and support your operator needs. We have deployed control centers for a variety of applications including:



Energy and Utilities



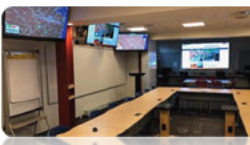
Transportation



Security Operation
Centers



Public Safety



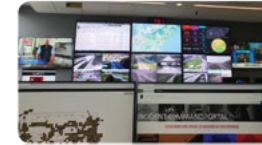
Situation & War Rooms



Patient Command Centers



Network Operation
Centers



Dispatch and Logistics



Enhancing Situational Awareness

As more technology becomes ingrained into organizational operations and security, it's imperative that real-time information from a variety of sources — video, audio, SCADA applications, access control, alert systems, etc. — be fed into one centralized system. Vistacom seamlessly assimilates all data needed to provide a Common Operational Picture (COP) and to make informed, timely decisions.

1. Scope of Work

The scope of this project is to install a new high performance visualization platform [REDACTED] in any configuration across the video walls and at the local desktop operator stations. This Enterprise level system is scalable so that additional sources and displays may be added in the future. Please note that ThunderCat Technology is operating as the prime and our partner Vistacom is our subcontractor that will deliver many of the services described below.

- 1.1 ThunderCat will furnish and install [REDACTED]. These commercial grade displays are built to withstand 24/7 use and offer 500 Nit brightness. The video wall will be mounted using a Chief video wall mounting solution that will provide a structurally sound installation as well as precision mounting and alignment of the displays.
- 1.2 ThunderCat will furnish and configure a VuWall visualization system. Also included is VuWall's TRx Enterprise (TRx ENT) video wall management software license. This software will be loaded onto a VuWall TRx server which will be furnished and configured by ThunderCat and reside in 42-space ThunderCat provided rack. VuWall TRx is used to configure, manage and distribute virtually any source type to any display with easy drag and drop without any programming. This server software acts as the system's "traffic cop", directing traffic accordingly and is the central repository for all system configuration and control using the TRx User Interface. The ability to integrate [REDACTED] has been included in this scope. VuWall's [REDACTED] sources need to be added.
- 1.3 To facilitate control of the system, ThunderCat will furnish and install three (3) VuWall ControlVu multitouch touch panels for UI control in [REDACTED]. Through VuWall's integrated control panel designer, a customized touch panel interface can be created by an administrator with the included software without any programming.
- 1.4 ThunderCat will provide and configure:
 - 1.4.1 3 – LG VL5F-A 55" video walls as described above with wall mounts
 - 1.4.2 2 – LG 55UH7J-H 2x1 walls with wall mounts
 - 1.4.3 1 – LG 55UH7J-H 4K monitor for the Training space with wall mount

TECHNICAL PROPOSAL

City of Kissimmee, FL

- 1.4.4 10 – VuWall PAK-40-2 video wall decoders for processing video feeds to the displays and OFE desktop monitors. Each PAK unit is capable of decoding 32 HD30 H.264 IP sources or 16 HD60 H.264 or 8 4K30 H.264 sources. (See PAK datasheet for complete listing of decoding capabilities.)
- 1.4.5 1 – VuWall Appliance Server VW-Server-1U-R-4
- 1.4.6 1 – VuWall Application Server VW-ApplicationServer-1
- 1.4.7 1 – TRx-ENT-D25-1SMC VuWall Central Management Enterprise License
- 1.4.8 1 – VuWall TRx VMS () plugin
- 1.4.9 12 – VuStream-350 PC KVM Encoders
- 1.4.10 6 – VuStream-150 Encoder/Decoder
- 1.4.11 1 – VuWall TRx-CS Unlimited Capture of ()
- 1.4.12 1 year of VuWall TRx Enterprise software maintenance
- 1.4.13 3 – VuWall ControlVu-12-2 touch panels (optional)
- 1.5 Included in this proposal is an audio package. ThunderCat will provide and configure:
 - 1.5.1 2 – Biamp TesiraFORTE AI audio DSP
 - 1.5.2 1 – QSC 4 Channel Amplifier
 - 1.5.3 1 – Biamp Dual Channel Amplifier
 - 1.5.4 12 – Biamp Ceiling speakers
 - 1.5.5 4 – QSC Column wall loudspeakers
 - 1.5.6 13 – RDL TX-J2 Transformers for source inputs
- 1.6 A spares package has been included:
 - 1.6.1 2 – VuWall PAK-40 wall decoder
 - 1.6.2 1 – VuStream-350 KVM Encoder
 - 1.6.3 1 – VuStream-150 Encoder/Decoder
- 1.7 The visualization solution proposed offers each operator and the supervisor access to display and control wall content through the TRx platform. (Network connection between desktop workstations and TRx server required)
- 1.8 Misc. cable, wires, connectors, etc. are included in this proposal.
- 1.9 On-site end user and administrator training is included in this proposal.

2. Clarifications, Qualifications and Exclusions

- 2.1 A 42-space rack has been included in this proposal.
- 2.2 All workstations, desktop displays, keyboards, mice, etc. to provided by others.
- 2.3 [REDACTED].
- 2.4 All structured cabling and associated infrastructure are understood to be provided and installed by others in coordination with ThunderCat. This includes but not limited to network, video extension, floor boxes, and wall boxes. As part of the project engineering and coordination process, ThunderCat will provide a Cable Pull Sheet that will outline the cabling requirements of the project.
- 2.5 [REDACTED]
- 2.6 No bonding or permits are included in this proposal.
- 2.7 Work hours are understood to be regular business hours, Monday through Friday, excluding holidays. No overtime, shift differentials, union, prevailing wage, or premium costs are currently included.
- 2.8 Any structural review and reinforcement is understood to be by others. This also includes any necessary engineering stamps.
- 2.9 All AC power and conduit infrastructure is to be provided by others.
- 2.10 All network switches, connections and cabling is understood to be provided by others.
- 2.11 [REDACTED]
- 2.12 Typical project lead time is 12-14 weeks based on manufacturer lead time, IT coordination, shop fabrication/pre-testing, and on-site installation/commissioning/training.
- 2.13 An additional discount was provided to City of Kissimmee as a result of their agreement to participate in a project case study. This case study will be coordinated with both ThunderCat and VuWall Marketing and the City of Kissimmee once installation and project sign-off has been completed.

3. Warranty

THIS SCOPE INCLUDES A ONE (1) YEAR STANDARD INSTALLATION WARRANTY WITH 4-HOUR PHONE RESPONSE DURING NORMAL BUSINESS HOURS.

- 3.1 For a period of one (1) year following Client's acceptance of the installed system at substantial completion ThunderCat shall bear all responsibility to repair or replace equipment items in order to resolve equipment or system malfunction or anomaly. This warranty covers all helpdesk, remote support and in-shop repairs necessary to restore the equipment systems to their normative operational mode. Each equipment item is covered by its respective manufacturer's warranty.
- 3.2 For most of the major system components, the manufacturer's warranty covers all parts and labor for at least one (1) year. If a defective equipment item is identified during the system installation process, the unit shall be repaired or replaced according to the cause of the malfunction and the terms of that manufacturer's warranty. In the event a manufacturer's warranty exceeds one (1) year, the warranty shall be honored for that specific equipment item only.
 - 3.2.1 In the specific case of those items modified during the process of installation that void the original manufacturer's warranty, ThunderCat will replace or repair said item in accordance with the original manufacturer's warranty.
 - 3.2.2 Owner-furnished equipment and software (OFE) is not covered under this warranty.
 - 3.2.3 Service actions to correct problems that result from user abuse, neglect, accidents, electrical surges, acts of God, or other such causes will be billable per ThunderCat's standard service rates.
- 3.3 Additional year(s) of service and maintenance can be purchased through a service contract prior to or at the end of the warranty period.

4. Payment Terms and Conditions

- 4.1 **40% Deposit Due Immediately Upon Contract Acceptance:** ThunderCat mobilizes internally - a project engineer is assigned, and design and drawings are scheduled; a project manager is assigned, and a complete project schedule is developed. Upon engineering approval and sign-off of the equipment, purchasing will order materials to arrive within the appropriate timeframe that ensures installation taking place as scheduled. The project manager will make a site visit and attend any necessary job meetings. The work to be performed under the terms of this agreement shall be commenced immediately upon receipt of the signed agreement and deposit.
- 4.2 **40% Due Immediately Upon Factory Certification Testing at ThunderCat:** All engineering and programming has been completed; and all equipment has been purchased and is available for audit in ThunderCat's shop. Assembly of racks and AV9000 testing is

completed. Factory Certification Test is scheduled and available for attendance by customer; installation is now ready to take place on site.

- 4.3 **10% Due NET30 Upon Substantial Completion:** The system is functional, however there may be punch list items that need to be completed.
- 4.4 **10% Due NET30 Upon Final Completion:** The system is functional; any punch list items have been remediated; manuals - complete with warranty, guarantee and as-built drawings have been sent; and training has taken place.
- 4.5 Any delinquent payments will bear interest at a rate of 1.5% per month (or, if lower, the highest rate permitted by law).

5. General Terms and Conditions

- 5.1 The information contained in this proposal is considered confidential and proprietary. It is intended to be used by the person or organization that it has been presented to as a means to purchase the proposed solution from ThunderCat. If any portion of this proposal including equipment descriptions, designs, work statements or other intellectual property is used to solicit competitive proposals, ThunderCat reserves the right to invoice the person or organization to whom the proposal was originally presented for design fees.
- 5.2 Either party shall have the right to terminate this agreement without cause. In the event of such termination for convenience, ThunderCat shall be entitled to payment pursuant to the terms of the agreement for all work performed and products delivered as of the date of termination together with reasonable costs of demobilization and such other reasonable costs as may be encountered by ThunderCat and directly attributable to such termination. A twenty percent (20%) restocking fee shall be charged for any returned items.
- 5.3 During the term of this agreement and for two (2) years thereafter, neither party shall solicit or induce for employment the other party's employees, agents, or representatives without the prior written consent of the other party. For the avoidance of doubt, soliciting or inducing for employment shall not include a general advertisement or other recruiting efforts not specifically targeting such employees, agents, or representatives.
- 5.4 The customer shall, at their own cost and expense, apply for and obtain all permits and licenses necessary for the performance of the proposed work.

TECHNICAL PROPOSAL

City of Kissimmee, FL

6. Project Costs (Cost is based OMNIA/FL State-wide adopted Contract 43210000-23-OMNIA-ACS-TX)

Project Total Costs

\$379,188.21

****Pricing valid for thirty (30) days. No sales tax is included in this proposal.****

****as referenced in Section 3.3, additional year(s) of service and maintenance can be purchased through a service contract prior to or at the end of the warranty period.**

- Link to contract documents;

https://www.dms.myflorida.com/business_operations/state_purchasing/state_purchasing_service_updates/vendor_update_technology_solutions_products_and_services_43210000-23-omnia-ac-s-tx_thundercat_technology

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this SOW.

THUNDERCAT TECHNOLOGY, LLC

CITY OF KISSIMMEE

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Appendix A – Project Responsibilities Matrix

Description	ThunderCat	Owner	N/A
Provide engineering shop drawings including functional schematics, floor plan, wall elevations, and other drawings as required	☒	☐	☐
Provide product data submittals and finish samples as required	☒	☐	☐
Provide as-built drawings as required	☒	☐	☐
De-install existing equipment/furniture as required	☐	☒	☐
Provide and install power as required at all locations	☐	☒	☐
Provide and install conduit infrastructure, floor boxes, and back boxes as required; all conduit to be provided with pull string	☐	☒	☐
Provide specialty back boxes and/or floor boxes as defined in scope of work	☐	☒	☐
Install specialty back boxes and/or floor boxes as defined in scope of work	☐	☒	☐
Provide table interface boxes	☐	☐	☒
Cut table to accommodate interface boxes	☐	☐	☒
Install table interface boxes	☐	☐	☒
Provide and install all wire (except data networking cable)	☒	☐	☐
Provide and install all network cabling, patch bays and switches	☐	☒	☐
Provide appropriate blocking and/or structural support for wall- or ceiling-mounted devices	☐	☒	☐

Description	ThunderCat	Owner	N/A
Provide and install field devices	☒	☐	☐
Provide and install connector plates in field	☒	☐	☐
Provide and install headend equipment including racks, cabinets, etc.	☒	☐	☐
Configure network as required	☐	☒	☐
System set-up and configuration	☒	☐	☐
System programming	☒	☐	☐
System testing	☒	☐	☐
System commissioning	☒	☐	☐
Back-up and archive all configuration settings and programming	☒	☐	☐
On-site user training as required	☒	☐	☐
Off-site user training as required	☐	☐	☒
Administrative/ advanced training as required	☒	☐	☐
Online training	☐	☐	☒
Start-up/ event support (defined elsewhere)	☐	☐	☒

01/30/2024

To whom it may concern,

This letter is to confirm that the VuWall TRx Centralized Management Software and VuWall PAK Video Wall Decoder are sole source products, manufactured, sold, and distributed exclusively by VuWall Technology Inc. ("VuWall"). For the purposes of the technical integration between VuWall and [REDACTED], and to the best of our knowledge, no other company makes a similar or competing product.

VuWall products must be purchased directly and installed by certified systems integrators and are not available through resale channels. Vistacom Inc. ("Vistacom") is a top-tier VuWall (Gold-Certified) Systems Integration partner operating in the state of Florida.

The technical integration between VuWall TRx and [REDACTED] consists of a plug-in allowing video wall controls to be opened as a module inside of the [REDACTED]. This integration automatically populates [REDACTED] into TRx under the same nomenclature and folder structure used by [REDACTED], and maintains the source list as changes are made in [REDACTED]. This [REDACTED] integrated functionality is unique to VuWall; there are no other like solutions available that would serve the same function.

If you desire additional information, do not hesitate to contact me at (952) 261-4144 or n.mathis@vuwall.com at any time or visit our website at www.vuwall.com. Thank you for your interest in our products.

Best regards,

Nick Mathis, CTS-I

Director of Business Development

VuWall

CORPORATE HQ

VuWall Technology Inc.
181 Hymus Blvd, suite 301
Montreal, QC
H9R 5P4 Canada
+1 514 505 4436

EUROPEAN HQ

VuWall Technology Europe GmbH
Birkenweg 15
72766 Reutlingen
Germany
+49 7121 7666250

JS Office

VuWall USA Inc.
1662 Holcomb Bridge Road
Suite 326
Roswell, GA30076 USA
844) 933 9255

ITEM 7.K

Supplemental Agreement No.1 for Connect Kissimmee Project

Request

Approval of Supplemental Agreement No.1 for the Connect Kissimmee Complete Street Project with AECOM for contract No. 20230049 for the amount of \$216,986. The additional funding needed will be provided by Metroplan Orlando and the City of Kissimmee.

Explanation

This agreement is for the effort needed by the consultant to split the project into two separate phases that can be constructed at different timeframes. The reason for this needing to be phased is due to price escalations which exceeded the programmed and budgeted amounts for the project. Phasing the project will give the City time to budget for the additional costs for the project.

The Florida Department of Transportation originally allocated \$1,860,211 for the design of the Connect Kissimmee Complete Streets project. This amount includes items for reimbursement totaling \$1,636,514 and ineligible items totaling \$223,697 to complete the project. MetroPlan will provide the additional funding of \$176,255 to cover this agreement, which will bring the total grant funding to \$1,812,769. The total cost for ineligible items is \$264,427. The additional ineligible items will be funded by the City through the Downtown CRA and gas tax funds. The total project design cost will be \$2,077,196.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656 506393	PW2216	Increase	\$176,255	
15100334 334490		Increase	\$176,255	
10625506 506393	CR2401		\$250,000	\$26,302
10345656 506393	GT2410		\$500,000	\$14,428

Financial Summary:

MetroPlan will provide the additional funding of \$176,255 to cover this agreement. Additional ineligible items will be funded by the City through the Downtown CRA (\$26,302) and gas tax funds (\$14,428).

Recommendation

Approval of Supplemental Agreement No.1 with AECOM for design services of the Connect Kissimmee Complete Streets Project in the amount of \$216,986.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) Connect Kissimmee Project - SA No1 Contract Amendment

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

THIS AMENDMENT TO THE AGREEMENT is made and entered into this _____ day of _____, 2023 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY”, and **AECOM TECHNICAL SERVICES, INC.**, whose business is 150 N. Orange Avenue, Ste. 200, Orlando, FL 32801, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY and CONSULTANT have heretofore executed an Agreement dated April 15, 2022, attached hereto as Exhibit “1”, hereinafter referred to as “Original Agreement” pursuant to which the CONSULTANT is to provide professional services to the CITY as needed for effectuating the CONNECT KISSIMMEE PROJECT as listed in the Original Agreement; and

WHEREAS, CITY desires that CONSULTANT provide additional services to the Original Agreement between the CITY and CONSULTANT for the CONNECT KISSIMMEE PROJECT; and

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

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and the CONSULTANT agree to the following modifications to the Original Agreement:

- A. 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. For purposes of changes to the text of the Original Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.
- B. ARTICLE 1. CONSULTANT'S SERVICES per the Original Agreement is hereby amended per the Scope of Services attached hereto and incorporated herein as Exhibit “A”.**

C. ARTICLE 2. SCHEDULE of the Original Agreement is amended and restated herein as follows:

The anticipated schedule for the contract duration of ~~437~~703 working days with the Contract end date of ~~June 16, 2023~~ March 8, 2024 is as follows:

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

<u>90% Plans Submittal (including reviews)</u>	<u>11/14/2023</u>
<u>Final Plans Invoice Submittal</u>	<u>03/08/2024</u>

D. ARTICLE 7. PAYMENTS AND BASIS OF COMPENSATION

7.1 Supplemental Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B."

E. RATIFICATION. CITY and CONSULTANT hereby confirm the Original Agreement, subject to the modifications effectuated by this Amendment. All provisions of the Original Agreement not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the Original Agreement, the terms and conditions of this Amendment shall control.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Amendment for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor-Commissioner

Date: _____

Attest:

City Clerk

Approved as to form and legality:

City Attorney

CONSULTANT:

M. Janet Everett
Signature

M. Janet Everett
Printed Name

Title: Vice President

Date: November 16, 2023

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____16th____ day of November____, 2023 by ____M. Jan Everett_____, as
____Personally Known_____ as identification.



____Shelley_O'Neill_____

____Notary Public_____

____*Shelley O'Neill*_____
(Print, Type, or Stamp Name)

My Commission Expires: April 20, 2024__

**EXHIBIT “1”
ORIGINAL AGREEMENT**

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

THIS AGREEMENT is made and entered into this 15th day of April, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY" and hereinafter "CONSULTANT".

WITNESSETH:

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

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

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

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

ARTICLE 1. CONSULTANT'S SERVICES.

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

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

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

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

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

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

ARTICLE 2. SCHEDULE.

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

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

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

ARTICLE 3. CITY'S RESPONSIBILITIES.

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

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

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

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 With prior review and approval by the Florida Department of Transportation ("FDOT"), The CITY shall give prompt written notice to the CONSULTANT if CITY determines to amend Services, which are to be completed by the CONSULTANT. If such changes increase, (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of such modifications. If CITY and CONSULTANT approve any changes, the task authorization/work order shall be modified to reflect those changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

ARTICLE 4. OWNERSHIP AND USE DOCUMENTS.

4.1 The documents prepared by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT service for use solely with respect to this Agreement and, unless otherwise provided, CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights. Any modification, reuse or use of incomplete work product produced under the Agreement shall be without liability to Consultant.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of CITY provided payment of applicable fees for their production has been made to CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use

in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

4.3 The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 5. TERMINATION.

5.1 **TERMINATION FOR CAUSE:** CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination, CONSULTANT may recover from CITY payment for all work completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or it fails to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from CITY all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 **TERMINATION WITHOUT CAUSE:** Either CITY or CONSULTANT may terminate this agreement for convenience by providing sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination.

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.1 Venue. CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of all attorney's fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing signed by that Party or a duly authorized agent of that Party who is empowered by a written authority signed by that Party. The Waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or CONSULTANT.

6.5 Conflict of Interest.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent,

and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein above, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

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

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, if required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnification. CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

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

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

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

Article 7. PAYMENTS AND BASIS OF COMPENSATION.

7.1 Compensation and Payment for Consultant's Services. The schedule and rate of compensation is attached hereto and incorporated herein as Exhibit "B".

Lump Sum Method:

1. A negotiated fixed fee for specific tasks or projects. Task authorizations shall be negotiated jointly between CITY and CONSULTANT, as authorized in writing in a Letter of Authorization issued by CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

2. CITY's performance and obligation to pay under this Agreement are contingent upon annual appropriations by the City Commission.

7.2 Payment for CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is approved for payment by CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from the date of the invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and subcontractors as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by CITY, expenses related to travel, including mileage, airfare, and rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with CONSULTANT engaging services for

specialized studies and data collection, if required and approved by CITY in advance, to complete the Scope of Services.

7.6 CONSULTANT's ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to CITY or City's Representative at mutually convenient times.

ARTICLE 8. NOTICES.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Willis	Dustin Perkins
City Engineer	Project Manager
City of Kissimmee Public Works and Engineering Department	AECOM
101 Church Street	150 N. Orange Ave., Ste. 200
Kissimmee, Florida 34741	Orlando, FL 32801

ARTICLE 9. INSURANCE REQUIREMENTS.

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY along with the Florida Department of Transportation as an Additional Insured on the Commercial General Liability policy/ies procured above. There are not to be any special limitations on the protection being provided to the CITY and/or Department of Transportation, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 CONSULTANT shall furnish CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be submitted annually each year this Agreement is in effect.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 CONSULTANT agrees to hold harmless and indemnify the CITY and the FDOT from and against liability arising out of the CONSULTANT's negligent performance the Work. It is specifically understood and agreed that in no case shall CONSULTANT be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more

than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

9.9 CONSULTANT shall be responsible for their subconsultants and their insurance coverage. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with CONSULTANT's requirements.

ARTICLE 10. REQUIRED PROVISIONS AND FORMS.

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

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

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

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

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

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in this section.

10.2 Public Entity Crimes Statement (287.133, Florida Statutes). As required by Section 287.133, Florida Statutes, CONSULTANT warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.3 Notifications of Performance Evaluation. At the end of the contract, the CITY will evaluate the CONSULTANT's performance within 30 days of final acceptance, which will become public record. Completed performance evaluation forms shall be provided to the Consultant as part of the project closeout process. Final Contract language shall reflect as such.

10.4 Records Retention and Access to Records. At the conclusion of final payment to CONSULTANT, the work products shall become the sole property of the City of Kissimmee, which shall be retained for five (5) years from final payment.

10.5 Public Records. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.

10.6 Contract Forms. The following contract forms contained in Attachment "A of the RFQ", and incorporated herein by this reference are to be used in connection with this Agreement, as may be deemed legally necessary.

- Drug Free Workplace Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Requirement 4 – Form 375-030-32)
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- Conflict of Interest Certification (FDOT Form 375-030-50)
- Terms for Federal Aid Contracts (Appendix-Form 375-040-84)
- Truth in Negotiation Form (FDOT Form 375-030-30)

SIGNATURE PAGE TO FOLLOW

Professional Engineering Services Agreement
Connect Kissimmee Project

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Olga Gonzalez
Mayor- Commissioner
Date: 4/05/2022

Attest:

Linda Hansell
City Clerk

Approved as to form & legality

Olga Sanchez
City Attorney

CONSULTANT:

M. Janet Everett
Signature

M. Janet Everett
Printed Name

Title: Vice President

Date: April 15, 2022

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2022 by JAN EVERETT, as Vice President, who is personally known to me or has produced Personally Known as identification.

Shelley O'Neill
Notary Public

Shelley O'Neill

(Print, Type or Stamp Name)

My Commission Expires: April 20, 2024



**EXHIBIT “A”
SCOPE OF SERVICES**

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES CONNECT KISSIMMEE COMPLETE STREETS

This Exhibit forms an integral part of the agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-38-01

RFQ2021-002

Federal Aid Project No.: TBD

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

Consultant's decision to decline any Task Order for Additional Services shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require signatures from both Parties.

1 PROJECT PURPOSE

This scope of services is prepared for the purpose of providing the City of Kissimmee (the "CITY" hereafter) pre-qualified consulting engineering firm ("CONSULTANT" hereafter) services to design and prepare a complete set of construction contract documents and incidental engineering services, as necessary, for improvements associated with the Connect Kissimmee Corridor Study. This project will be coordinated with local and regional agency partners including the Florida Department of Transportation (FDOT) and Metroplan Orlando (MPO) to provide better pedestrian, bicycle, and transit connectivity, reduce vehicle speeds and cut-through traffic, enhance the sense of place and enhance accessibility to businesses using methods that are appropriate for the changing contexts throughout the corridor.

A "Complete Streets" approach shall be used to provide potential solutions that establish a pedestrian oriented, urban environment using a context-sensitive approach that considers local land development patterns and built form. Therefore, incorporating design methods that require streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation:

- ☐ Cyclists
- ☐ Pedestrians
- ☐ Transit riders
- ☐ Motorists
- ☐ Freight handlers

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAPManual, procedures and requirements. These Contract documents will be used by the contractor to build the project. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not to be funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

This project consists of improvements to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are on Emmett Street from John Young Pkwy to Stewart/Ruby Ave, Broadway from Stewart/Ruby Ave to Neptune Rd, and Main Street from Neptune Rd to Vine Street (US 192). Total project length is approximately 1.46 miles. Project limits are based on the selected alternative from the Connect Kissimmee Corridor Study and the 2020 Downtown Kissimmee CRA Master Redevelopment Plan Update that were previously performed. This project includes a SIS (Strategic Intermodal System) connector along Main Street from US 192 to Dakin Avenue; for this portion of the project, all applicable SIS criteria will need to be followed as described in the FDM unless otherwise approved by the FDOT District Design Engineer.

Design includes reconfiguration of the existing typical sections to accommodate bike lanes along Emmett Street and Main Street. Main Street travel lanes widths will be reduced to increase existing bike lane widths and have stamped asphalt at the intersection with Cherry Street. The outside lanes of Broadway are to have sharrows and the appropriate pavement markings as shown in the Corridor Development Plan Study. Electronic vehicle charging stations shall be included where feasible. A northbound to westbound left-turn lane at Broadway and Neptune Road is to be designed. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of selected medians.

On-street parking on Broadway is to remain. Access management is to remain unchanged. Tabled intersections including brick pavers are proposed at the following intersections:

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

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and require reconfiguration of the parking lot and circulation. Signal retiming for all traffic signals within the project limits is included. Rectangular rapid flashing beacons (RRFB) shall be installed at selected intersections to increase pedestrian safety with approval from FHWA. Pedestrian hybrid beacons (PHB) are anticipated at the roundabout. Additional lighting is proposed along the project limits. Other improvements include wayfinding signage, ADA compliant curb ramps, detectable warning devices, and drainage improvements.

Side street improvements are proposed for the following locations:

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

Design improvements include milling and resurfacing side streets. The side streets' on-street parking areas are to be reconstructed with roadway pavers and 8" ribbon curb. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated where feasible.

Design intent documents shall be developed for a gateway feature sign to be located at the intersection of Emmett St. and John Young Parkway. The design intent documents shall provide sufficient detail for the Contractor's fabricator to develop the associated design and shop drawings for review by the CITY and their representatives. Note that Design Intent Documents will not be signed and sealed.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Public Involvement:

CAP Level: 2

Joint Project Agreements: N/A

Specification Package Preparation: Nominal Effort

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1" = 100' Horiz., 1" = 10' Vert.

Project Layout: 1" = 500'

Roadway Plans: 1" = 40'

Side street Plans: 1" = 40'

Profiles: Mainline 1" = 40' Horiz., 1" = 4' Vert.

Side street 1" = 40' Horiz., 1" = 4' Vert.

Curb Return 1" = 20' Horiz., 1" = 2' Vert.

Cross Sections: Mainline 1" = 40' Horiz., 1" = 10' Vert.

Side street 1" = 40' Horiz., 1" = 10' Vert.

Cross Section Pattern Sheet: 1" = 500'

Typical Section:

Number of Typical Sections: 7 total – 1 for Roundabout, 1 for Emmett St, 1 for Broadway, 1 for Main St, 1 for Ruby Ave, 1 for N. Stewart Ave, and 1 for the following Side streets (not FDOT funded): W. Monument Ave, W. Sproule Ave, W. Dakin Ave, W. Darlington Ave and E. Darlington Ave (only 1 needed as these side streets have the same features).

Pavement Designs:

Number of Pavement Designs: 3 total - 1 for mill & resurface Emmett St, Broadway, and Main St, 1 for new construction of roundabout approaches, and 1 for mill & resurface side streets (not FDOT funded).

Pavement Type Selection Report:

N/A Cross-Slope Correction: N/A

Access Management Classification: N/A (not on SHS)

Context Classification: C5 – Urban Center

Major Intersections: Stewart/Ruby Avenue and Neptune Road

Level of Temporary Traffic Control Plan (TTCP):

Level II – work zones, lane closures, vehicular detours, ped detours

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: Included

Design Variations: N/A

Design Exceptions: N/A

Selective Clearing and Grubbing: N/A

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Drainage System Type: Closed storm drain system, bioswales

Number of stormwater management facility sites: 3 (Bioswales)

Number of cross drains: N/A

2.3 UTILITIES COORDINATION (ACTIVITY 7)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance with the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any CITY/FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the CITY/FDOT that all Utility Work Schedules are correct and in accordance with the CITY/FDOT standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

Expected Utilities:

- A T & T/ Distribution
- Charter/Spectrum Communications
- City of Kissimmee
- Kissimmee Utility Authority - KUA
- Lumen - CenturyLink
- Lumen - Level 3
- Verizon Business - MCI
- Osceola County Traffic
- Redflex Traffic Systems Inc
- Sprint

- Summit Broadband
- Toho Water Authority
- Uniti Fiber
- Zayo Group / fka Lightwave

2.2 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The CONSULTANT shall notify the City's Project Manager, in advance of all scheduled meetings with the regulatory agencies to allow a City representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required. The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include, but should not be limited to, the review of available federal, state, and local permit files and databases; and local government information including county and property appraiser data.

Expected Permits and Approvals:

- SFWMD ERP
- FDEP Individual Permit

Wetland impacts not anticipated. The CITY will provide compensatory wetland mitigation in accordance with Section 373.4137, Florida Statutes if determined necessary.

2.4 STRUCTURES (ACTIVITIES 9 - 18)

Miscellaneous Structures:

- Mast Arms – 4 pedestrian hybrid beacons at the roundabout; includes data table and special details
- Gateway Sign – preliminary design of pylon and foundation (not FDOT funded)
- Other Structures – 1 CCTV pole; includes foundation/anchor bolt design and details

2.5 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Roadway Signing and Pavement Marking: 1.321 miles of mainline, 0.192 miles of side streets; 0.191 miles of side streets (not FDOT funded); three (3) signalized intersections; rectangular rapid flashing beacons (RRFB) at selected intersections; pavement marking at the roundabout, police station parking lot, and 11 tabled intersections.

The project includes a gateway sign feature. The CONSULTANT shall prepare design intent documents detailing the requirements for the gateway sign. The Contractor shall work with the fabricator on the design and associated shop drawings for:

- ❑ one (1) overhead gateway sign type, qty 1 sign (not FDOT funded)
- ❑ one (1) vehicular wayfinding sign type
- ❑ one (1) medium pedestrian sign type
- ❑ one (1) small pedestrian sign type

2.2 SIGNALIZATION (ACTIVITIES 21 & 22)

Pedestrian Hybrid Beacons (PHBs) at roundabout approaches. Signal retiming for all traffic signals.

2.6 LIGHTING (ACTIVITIES 23 & 24)

Limits and Proposed Type of Lighting: Lighting along 1.46-mile length of project; Intersection Roundabout lighting; and Gateway sign lighting (not FDOT funded).

2.7 LANDSCAPE (ACTIVITIES 25 & 26)

Planting Plans: Medians, bioswales, back of sidewalk, street trees.

Irrigation Plans: New landscaping and connections/modifications to existing systems (side streets are not FDOT funded).

Hardscape Plans: Hardscape may include sidewalk paving, brick accent banding, roundabouts, non-organic materials for bioswales, tree grates and special crosswalks. Hardscaping for side streets is not FDOT funded.

Outdoor Advertising: N/A

2.8 SURVEY (ACTIVITY 27)

Horizontal Project Control (HPC): Establish Project Horizontal Control using the FPRN in NAD83/2011 along the main corridor (W Emmett Street, Broadway and Main Street).

Vertical PC / Bench Run: Establish Project Vertical Control on HPC in NAVD 1988.

Establish alignment and Existing R/W Lines.

Topography/DTM (3D): Provide full topographic/DTM survey within the existing r/w along the mainline corridor and side streets. Includes a portion of the parking lot adjacent to the roundabout. Along side streets DTM/Topographics will extend 10' past the existing r/w at driveways and to the radius return on intersecting side streets. See concept plans for limits. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Roadway Cross-Sections/Profiles: Perform check Cross Sections using total station to verify DTM. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Underground Utilities: Provide a bank of 150 (135 FDOT Funded, 15 Non-FDOT Funded) Quality Level A Locates (Test Holes) as directed by the EOR. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Drainage Survey: Locate drainage structures along main corridor and side streets. (W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave not FDOT funded)

Geotechnical Support: Survey final x,y,z location of completed Geotech borings.

Sectional / Grant Survey: Locate section corners as required to establish the existing corridor and side street baselines and rights of ways.

Subdivision Location: Locate and close out subdivision blocks necessary to establish the existing corridor and side street baselines and rights of ways.

Miscellaneous Surveys (Vegetation and Tree Surveys): Identify general type and diameter of trees along the mainline median.

2.9 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.10 MAPPING (ACTIVITY 29)

Project Network Control sheet: From John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor.

Provide a signed and sealed Topographic Survey for the project.

2.11 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.12 ARCHITECTURE (ACTIVITY 31) – N/A

2.13 NOISE BARRIERS (ACTIVITY 32) – N/A

2.14 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34) The CONSULTANT shall design up to (5) new EV charging stations (Not FDOT funded)

2.15 GEOTECHNICAL (ACTIVITY 35)

Roadway Soil Survey

LBR/Resilient Modulus Sampling and Testing

Mainline Pavement Condition Survey and Pavement Evaluation Report

Side Streets Pavement Condition Survey and Pavement Evaluation Report
(not FDOT funded)

Mast Arms Supporting Pedestrian Hybrid Beacon Foundations

Gateway Feature Foundations (not FDOT funded)

Limited Contamination Screening Evaluation Report (CSER)

2.16 3D MODELING (ACTIVITY 36) – N/A

2.17 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY

Production Date. The schedule shall be based upon the RFQ 2021-002. The current production date is TBD. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a maximum 3-week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

Periodically, throughout the life of the contract, the project schedule, payout, and fiscal progress curves shall be reviewed and, with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.18 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.19 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- Americans with Disabilities Act (ADA) Standards for Accessible Design
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- FDOT Public Involvement Handbook
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation

Manual Roadway:

- FDOT Design Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- AASHTO - Roadside Design Guide
- FDOT - Florida Roundabout Guide

- FHWA - National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT - Florida Intersection Design Guide Permits:
- Chapter 373, F.S. - Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Florida Department of Environmental Protection Rules
- SFWMD SWERP (Volume I) ERP Applicant Handbook
- SFWMD SWERP (Volume II) ERP Applicant Handbook
- SFWMD Environmental Resource Permit Information

Manual Drainage:

- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Design Handbook
- Osceola County Land Development

Code Survey and Mapping:

- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapters 177 and 472, F.S.
- Florida Department of Transportation Surveying

Handbook Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical

Code Structures:

- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims
- FDOT Structures Manual
- FDOT Design Manual
- FDOT Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction

- FDOT Structures Detailing Manual
- Soils and Foundation

Handbook Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.20 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans or completion of quantities, the CONSULTANT shall develop a conceptual estimate. Once the quantities have been developed (beginning at 30% plans and no later than 60% plans) the CONSULTANT shall be responsible for providing updated Cost Estimates for each subsequent design submittal. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required.

Technical Special Provisions: No Technical Special Provisions are expected; however, if Technical Special Provisions are required, they will be considered an optional service. The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the CITY for initial review at the time of the 60% plans review submission. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the FDOT Handbook for Preparation of Specification Packages. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

Field Reviews: The CONSULTANT shall make up to 23 trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend up to 67 technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, progress review meetings (phase review), and miscellaneous meetings.

Plans Review: Will be performed by the CITY and FDOT at the 30%, 60%, and 100% completion level. Plans review is anticipated to follow the FDOT Electronic Review Comments (ERC) process. Four (4) sets as well as a PDF of plans, specifications, cost estimate, and quantity computations will be submitted to the CITY and FDOT. Consultant shall submit responses to comments within the ERC system prior to submittal of Final Plans.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible

Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 PUBLIC INVOLVEMENT

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents (e.g., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least 10 business days prior to printing and / or distribution.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the CITY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration and will identify community leaders and events, interest groups, demographics, surrounding neighborhoods and elected and appointed officials. The CAP will also identify a Community Advisory Group (CAG) who will be informed through the life of the project. In addition to the benefits of advance notification, the process should allow the CITY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the CITY throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the CITY in English and Spanish. All letters and notices shall be reviewed by the CITY to ensure that they are addressed to the correct and current public officials.

3.1.3 Preparing Mailing Lists

At the beginning of the project, the CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) and any interested parties that were identified in the previous Planning study. The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

3.1.4 Median Modification Letters – N/A

3.1.5 Driveway Modification Letters – N/A

3.1.6 Newsletters

As part of the project outreach, the CONSULTANT shall prepare one (1) public involvement survey for business owners along the corridor and one (1) notification, in the form of door hangers, for distribution to property owners and tenants in the project area. The intent of the door hangers is to introduce the project and direct residents to the project website for additional information. The notifications will be distributed by the CONSULTANT and be published in English and Spanish.

3.1.7 Renderings and Flythroughs

The CONSULTANT shall prepare up to 3 still renderings for use in public presentations.

3.1.8 Presentations

The CONSULTANT shall prepare audio/visual presentations for use in two (2) City Commission meetings and three (3) CAG meetings.

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare roll plots and graphic exhibits for use in two (2) public meetings, three (3) CAG meetings and 3 festival/walk-through events.

If an in-person public meeting/hearing is required, the CONSULTANT will hold the in-person public meeting/hearing at an appropriate location identified in the CAP. The CITY will pay all costs for meeting site rents and insurance as required.

3.1.10 Public Meeting/Hearing Attendance and Follow-up

The CONSULTANT shall attend two (2) public meeting(s), three (3) CAG meetings, two (2) City Commission Meetings and three (3) festival/transit walk-through events and will assist with meeting setup and take down. The CONSULTANT shall also conduct a survey of business and property owners within the project area. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be ten (10) meetings with business owners, EJ/Community Groups, local governing authorities and/or MPOs during the design.

3.1.12 Web Site

The CONSULTANT shall create and/or maintain a web site for the project, which will be presented in English and Spanish.

3.2 JOINT PROJECT AGREEMENTS – N/A

3.3 SPECIFICATIONS PACKAGE PREPARATION

The CONSULTANT shall prepare and provide a project specifications package in accordance with the CITY and FDOT procedures. The CONSULTANT shall be responsible for development of the Divisions II and III components of the project specification package and any Technical Special Provisions as necessary. The CITY shall be responsible for the development of the Division I component of the project specification package.

3.4 CONTRACT MAINTENANCE AND PROJECT DOCUMENTATION

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

3.5 VALUE ENGINEERING (MULTI-DISCIPLINE TEAM) REVIEW – N/A

3.6 PRIME CONSULTANT PROJECT MANAGER MEETINGS

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 PLANS UPDATE – N/A

3.8 POST-DESIGN SERVICES – N/A

Specific services will be negotiated as necessary as a contract amendment.

3.9 DIGITAL DELIVERY – N/A

3.10 RISK ASSESSMENT WORKSHOP – N/A

3.11 RAILROAD, TRANSIT AND/OR AIRPORT COORDINATION

The CONSULTANT shall coordinate with the Local Transit Authority (LYNX) to resolve current and future transit locations within the project corridor. All coordination with LYNX shall include applicable CITY personnel. One (1) meeting each with LYNX, SunRail and Kissimmee Gateway Airport are anticipated.

3.11.1 Aeronautical Evaluation

An FAA permit is needed per FAA Notice Criteria Tool.

3.12 LANDSCAPE AND EXISTING VEGETATION COORDINATION – N/A

3.13 OTHER PROJECT GENERAL TASKS – N/A

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: W. SPROULE AVE, W. DAKIN AVE, W. DARLINGTON AVE AND E. DARLINGTON AVE ARE NOT FDOT FUNDED

4.1 TYPICAL SECTION PACKAGE

The CONSULTANT shall provide an approved Typical Section Package prior to the 30% plans submittal.

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE

The CONSULTANT shall provide an approved Pavement Design Package prior to the 60% plans submittal.

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the CITY. Includes profile analysis for 2 side street roundabout approaches, 6 curb returns at roundabout approaches, and 11 tabled intersections.

4.6 ACCESS MANAGEMENT - N/A (to remain unchanged per RFQ)

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD Manual. Mainline @ 100 ft intervals; Side streets @ 50 ft intervals.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, signing and pavement markings, roadway pavement, drainage features, ditches, front slopes, back slopes, drop-offs within clear zone, and transit stops. Special consideration shall be given to temporary drainage when developing the construction phases; positive drainage must be maintained at all times.

Includes analysis for determining overall phasing concept, lane closure analysis, temporary bus stops, detours, quantities, TTCP cross sections, general notes, minor details, and typical sections. The Traffic Control Plan shall be prepared by a certified designer who has a current Advanced MOT training certificate. Before proceeding with the TTCP concept, the CONSULTANT shall meet with the appropriate CITY and FDOT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain the local authorities' permission for use of detour routes.

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing temporary lane configurations, lane shifts, work zone signing, pavement markings, traffic control devices, and pedestrian ways.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall prepare all applicable Roadway Design Reports containing design criteria, calculations, approved individual reports, and any miscellaneous project documentation applicable to roadway design.

4.16 QUANTITIES

The CONSULTANT shall develop accurate quantities, supporting documentation, and construction days when required. Includes developing quantities for tree protection barricades and trees to be removed.

4.17 COST ESTIMATE

The CONSULTANT shall prepare cost estimates for 30%, 60%, 100%, and Final (based on comments from final plan review).

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS

4.21 MONITOR EXISTING STRUCTURES

Includes visual field observations, identification of structures of concern, completing the quantity table, and travel time.

4.1 TECHNICAL MEETINGS

4.2 QUALITY ASSURANCE/QUALITY CONTROL

4.3 INDEPENDENT PEER REVIEW – N/A

4.4 SUPERVISION

4.5 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W. Sproule Avenue, W. Dakin Avenue, Darlington Avenue and E. Darlington Avenue are not FDOT funded.

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 TypicalSections

5.3.2 Typical SectionDetails

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT)

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT)

5.15 SPECIAL DETAILS – N/A

- 5.16 CROSS-SECTION PATTERN SHEETS
- 5.17 ROADWAY SOIL SURVEY SHEETS
- 5.18 CROSS SECTIONS
- 5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS
- 5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS
- 5.22 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS
- 5.23 UTILITY ADJUSTMENT SHEETS
- 5.24 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A
- 5.25 TREE DISPOSITION PLAN SHEETS – N/A
- 5.26 PROJECT CONTROL SHEETS
- 5.27 ENVIRONMENTAL DETAIL SHEETS – N/A
- 5.28 UTILITY VERIFICATION SHEETS (SUE DATA)
- 5.29 QUALITY ASSURANCE/QUALITY CONTROL
- 5.30 SUPERVISION

6a DRAINAGE ANALYSIS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6a.1 Drainage Map Hydrology

Create a (pre- and post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps. Drainage maps to include several buildings' roof downspouts along the corridor, onsite and offsite drainage areas, BMPs, and bioswale locations.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report –

N/A 6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)

Three bioswales are anticipated around the proposed roundabout location; one to provide compensation for the impacts to the City of Kissimmee Police Department pond and 2 additional locations for roadway runoff treatment.

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

Spread evaluation for 43 existing structures assuming they will not be impacted by proposed improvements. Storm system layout revisions, inlets relocations, and upstream/downstream pipe evaluations for 9 structures that will be impacted within the round a bout footprint. Inlet relocation and evaluation at proposed tabled intersections, including 1 inlet top replacement at Main St/Vine St.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. The drainage report will include storm drain calculations for spread and pipes, RC channel design considerations, drainage basin curve number, and bioswale calculations. Existing permits and documents shall be used in the proposed design and plans preparation.

6a.14 Bridge Hydraulic Report – N/A 6a.15

Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Temporary drainage is to be evaluated along the corridor including the 12 proposed tabled intersections and roundabout. The majority of the temporary drainage evaluation effort is anticipated to be at the proposed roundabout based on the impacts to the existing police department pond and curb inlets.

6a.16 Cost Estimate

Coordination with Roadway to provide quantities to be included in the cost estimate.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis

Includes evaluation of the existing permits along the corridor in order to identify existing offsite storm systems, drainage patterns, and storm drain system evaluation.

6a.20 Other Drainage Analysis

RC channels are anticipated at the following tabled intersections: Broadway/Darlington Ave (not enough room to add drainage structure/ possible conflict with pedestrian crossing), Main St./Magnolia St and Main St. /Orange St (can be used to provide drainage for the depressed area created by the proposed tabled intersection and existing side street profile).

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A 6a.24

Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map

6b.2 Bridge Hydraulics Recommendation Sheets – N/A

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material – N/A

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets

RC channel is currently a developmental standard which will need to be detailed.

6b.7 Lateral Ditch Plan/Profile – N/A

6b.8 Lateral Ditch Cross Sections – N/A

6b.9 Retention/Detention Pond Detail Sheet(s)

Three bioswales are anticipated at the proposed roundabout. Each bioswale will require detail sheets including channel geometry, inflow pipe, outlet detail, and special filter design.

6b.10 Retention Pond Cross Sections – N/A

6b.11 Erosion Control Plan Sheets

6b.12 SWPPP Sheets

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 UTILITY KICKOFF MEETING

Before any contact with the UAO(s), the CONSULTANT shall meet with the CITY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with CITY procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 MAKE UTILITY CONTACTS

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices as required. Includes contact by

phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact: the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION - NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) - NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the CITY Project Manager, Environmental Permit Coordinator, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and

policies for all permits required as identified in Section 2.4.

8.1 PRELIMINARY PROJECT RESEARCH

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. Includes evaluation of the existing environmental permits, research of possible conservation easements, and field reviews to gather relevant project documentation.

The CONSULTANT shall research any existing easements or other restrictions that may exist within or adjacent to the project boundary. Project research may include but should not be limited to review of available federal, state, and local permit files and databases; and local government information including City and property appraiser data. Determination of any Sovereign Submerged Lands is not included.

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Based on available data from the National Wetland Inventory and field verification, no wetlands were assumed within the project limits; however, coordination with survey will be needed to confirm these assumptions. Also includes verification of any other surface water within the project limits, coordination, and documentation preparation as needed.
- If applicable, determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87- 1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR- 10-20).

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

The CONSULTANT shall collect the data and information necessary to prepare the permit

applications and obtain the environmental permits required to construct the project as identified in the Project Description and as described in 8.4.1 and 8.4.2. The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the CITY prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the CITY, and be responsible for payment of all permit and public noticing fees.

8.4.1 Complete and Submit All Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (i.e., ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP. The application package may include but is not limited to attachments (e.g., project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the District Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained

.

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT)– N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features– N/A

8.13.3 Wetland Impact Analysis

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION)– N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features– N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS

Includes using Mathcad to design 4 mast arms that will support pedestrian hybrid beacons at the roundabout; mast arms to include standard luminaires.

18.10 MAST ARMS DATA TABLE PLAN SHEETS

1 table for 4 mast arms with Pedestrian Hybrid Beacons.

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS

Develop special details for Pedestrian Hybrid Beacon mast arms and luminaires.

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS

Special pylon design with 2 cross sections for a gateway sign (one for upper column and 1 for lower column), pile foundation design, plan production and architectural details.

18.29 GATEWAY SIGN/PYLON CONNECTIONS

Bolted connection/end diaphragm design and special details.

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES

Includes 1 new CCTV pole foundation design, one anchor bolt design & plan production for a 30-foot height camera pole. Foundation and anchor bolts will be designed to support a steel pole that withstands 150 mph wind. Wind load and dead load of pole will be calculated by hand. This effort also includes necessary details for a non-standard pole height.

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall prepare conceptual design options for vehicular and pedestrian signs.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded)

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare two (2) conceptual design options for one (1) overhead gateway sign type, one (1) conceptual design option for one (1) vehicular wayfinding sign type, one (1) conceptual design option for one (1) medium pedestrian sign type, and one (1) conceptual design option for one (1) small pedestrian sign type based on the sign face layout provided by the City of Kissimmee on September 7, 2021.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall provide quantities for each of the three phase submittals.

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded)

The CONSULTANT shall provide a conceptual estimate for each of the three phase submittals (funded and non-funded).

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded)

The CONSULTANT shall hold a teleconference meeting with the CITY to present the design concepts and feedback. The meeting will be attended by up to two (2) AECOM staff for up to two (2) hours. The CITY will provide one (1) set of consolidated written comments and select the preferred concept within ten (10) business days of receipt.

19.13 QUALITY ASSURANCE/QUALITY CONTROL

The CONSULTANT shall perform internal QC of all deliverables prior to submittal.

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

The CONSULTANT shall oversee all design and consulting activities related to wayfinding and signage

19.16 COORDINATION

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

The CONSULTANT shall produce design intent documents for one (1) overhead gateway

sign type, two (2) pedestrian wayfinding sign types, and one (1) vehicular wayfinding sign type. The deliverable will include sign location plans, sign type fabrication drawings, sign face layouts, and technical performance specifications.

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

The CONSULTANT shall prepare a matrix of sign types, descriptions, and quantities for bidding (funded and non-funded).

20.4 GENERAL NOTES/PAY ITEM NOTES

The CONSULTANT shall prepare a general notes and graphic standards sheet.

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

The CONSULTANT shall prepare sign location plans by reviewing circulation, determining decision points, and recommending locations for signs.

20.7 TYPICAL DETAILS

The CONSULTANT shall prepare dimensioned fabrication details with materials and finishes to such a level to allow pricing during procurement.

20.8 GUIDE SIGN WORK SHEETS

The CONSULTANT shall prepare scaled and dimensioned sign face layouts for each unique sign face message.

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS

The CONSULTANT shall prepare technical performance specifications for wayfinding signage.

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: The signing on W. Sproule Ave, W. Dakin Ave, E. Darlington Avenue and W. Darlington Avenue is not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS

Review engineering report, typical section package, proposed geometric alignment and queue analysis.

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

19.8 COST ESTIMATE

The CONSULTANT shall provide a cost estimate for each of the three phase submittals.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED
SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall design the signing and pavement markings for the Roundabout, Police Station parking lot, and 11 tabled intersections.

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: W, Sproule Avenue, W. Dakin Avenue, E. Darlington Ave and W. Darlington Avenue are not FDOT funded).

20.1 KEY SHEET

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES

20.5 PROJECT LAYOUT

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS

The CONSULTANT shall design 1 detail for the Rectangular Rapid Flashing Beacons.

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS

21.1 TRAFFIC DATA COLLECTION – N/A

21.2 TRAFFIC DATA ANALYSIS – N/A

21.3 SIGNAL WARRANT STUDY – N/A

21.4 SYSTEMS TIMINGS – N/A

21.5 REFERENCE AND MASTER SIGNALIZATION DESIGN FILE

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements. Broadway at Neptune Rd: Add signal head and determining detection zone for new left turn. For Broadway at Ruby Ave: Show removal of existing mast arm and adjustments to communications pull boxes.

21.5A Reference and Master Signalization Design File (Roundabout)

For Pedestrian Hybrid Beacons at Roundabout crosswalks (optional)

21.6 REFERENCE AND MASTER INTERCONNECT

COMMUNICATION DESIGN FILE

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements. Includes analysis of fiber optic interconnect design and layout of proposed interconnect conduit, pull boxes, splice boxes, etc. Analysis of existing interconnect to remain where impacted by sidewalk reconstruction.

21.7 OVERHEAD STREET NAME SIGN DESIGN – N/A

21.8 POLE ELEVATION ANALYSIS – N/A

21.9 TRAFFIC SIGNAL OPERATION REPORT – N/A

21.10 QUANTITIES

21.11 COST ESTIMATE

21.12 TECHNICAL SPECIAL PROVISIONS – N/A

21.13 OTHER SIGNALIZATION ANALYSIS

Includes general analysis and electrical/voltage drop analysis of CCTV at roundabout. Existing CCTV will be removed and replaced on new pole.

21.14 FIELD REVIEWS

21.15 TECHNICAL MEETINGS

21.16 QUALITY ASSURANCE/QUALITY CONTROL

21.17 INDEPENDENT PEER REVIEW – N/A

21.18 SUPERVISION

21.19 COORDINATION

22 SIGNALIZATION PLANS

22.1 KEY SHEET

- 22.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A
- 22.3 TABULATION OF QUANTITIES
- 22.4 GENERAL NOTES/PAY ITEM NOTES
- 22.5 PLAN SHEET
- 22.6 INTERCONNECT PLANS
- 22.7 TRAFFIC MONITORING SITE – N/A
- 22.8 GUIDE SIGN WORKSHEET – N/A
- 22.9 SPECIAL DETAILS

Details for communications overview, splice diagram (assume splice into fiber interconnect just west of Stewart Ave and replace to just east of Neptune Rd), cabinet, cabinet wiring diagram, and pole installation.

22.10 SPECIAL SERVICE POINT DETAILS

Electrical service detail for the CCTV pole at the roundabout.

22.11 MAST ARM/MONOTUBE TABULATION SHEET

For addition of signal head at Broadway and Neptune.

22.12 STRAIN POLE SCHEDULE – N/A

22.13 TCP SIGNAL (TEMPORARY) – N/A

22.14 TEMPORARY DETECTION SHEET – N/A

22.15 UTILITY CONFLICT SHEET – N/A

22.16 INTERIM STANDARDS – N/A

22.17 QUALITY ASSURANCE/QUALITY CONTROL

22.18 SUPERVISION

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting/Electrical Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. NOTE: The lighting for the gateway sign is not FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The report includes an LDAR in accordance with the requirements of the FDOT Design Manual. Also includes photometric analysis at the roundabout, in the median along Broadway between Ruby Ave/Stewart Ave and Neptune Rd., and the remaining corridor.

23.3 VOLTAGE DROP CALCULATIONS

KUA installs the secondary wires and sizes it for KUA owned lights. KUA also does not own nor maintain any streetlights that are on signal poles. Includes services for proposed irrigation controller(s) and voltage drop calculations for proposed Gateway sign lighting.

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES (Gateway Sign not FDOT funded)

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements for lighting the roundabout and corridor lighting. Includes all work to create elements showing the alignment in plan view, design and layout of proposed light poles, conductors and conduit runs, load center locations, pull box, service points, electrical service feed, and landscape irrigation design for controller.

Also includes lighting for the Gateway Sign lighting infrastructure, all work to create elements showing the alignment in plan view, design and layout of proposed gateway sign lights, conductors and conduit runs, load center locations, pull box, service points, and electrical service feed.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

23.9 COST ESTIMATE

23.10 TECHNICAL SPECIAL PROVISIONS

Decorative fixtures to be defined by the City. Use of Technical Special Provisions (TSP) and Modified Special Provisions (MSP) for previous installations can be used. Assume aesthetic requirements for decorative lights for Gateway sign.

23.11 OTHER LIGHTING ANALYSIS (Gateway Sign not FDOT funded)

Preliminary FAA Notice Criteria tool requests that we file due to location of Kissimmee Gateway Airport. Efforts to coordinate with FAA for light poles, signal poles, CCTV poles, and Gateway Sign.

23.12 FIELD REVIEWS

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review.

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRANSPORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL

The CONSULTANT shall design the service point detail for Gateway sign.

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS

The CONSULTANT shall prepare the electrical riser diagram and one single line diagram for Gateway sign.

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

The CONSULTANT shall perform landscape analysis tasks to assess the existing conditions and the proposed improvements. Tasks include evaluation of existing trees and determination of any impacts by the proposed improvements. Where impacts are unavoidable, trees will be proposed for removal and depicted as such in the contract plans. Trees that are not impacted will be designated in the contract plans to be protected during construction. Tasks also include landscape, irrigation, and hardscape design, including side streets where they connect to the main project corridor, as well as design of landscape improvements for the proposed bioswales within the new roundabout area at W. Emmett St., Ruby Ave., and Broadway. Includes coordination with design

discipline leads such as roadway, drainage, utilities, signing, and lighting. Includes coordination with existing and/or proposed underground and overhead utilities including but not limited to lighting, drainage, force mains, potable water, and fiber optic cable. NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded)

25.1 DATA COLLECTION

All research required to collect data necessary to complete the initial design analysis. Includes identifying applicable local ordinances and collection of other project data, assembling design information. Collect data prepared by others, such as survey, topo, tree survey, overhead and underground utilities, as-built irrigation plans and/or record drawings of same, existing roadway inventory, signing and features along the sidewalks adjacent to right-of-way and businesses.

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions and proposed improvements. Perform inventory of existing conditions, proposed improvements, and analysis of opportunities for landscape, hardscape, and irrigation improvement. Analysis of drainage, roadway, signing, and pavement marking, and other design plans prepared by other disciplines.

25.3 PLANTING DESIGN

Planting design for medians, bioswales in the roundabout areas, rights-of-way back of sidewalk, street trees in sidewalks where feasible. Includes identifying the species/type, size, location, spacing, and quality of all plants. Tasks include development of landscape design enhancements for parking areas, curb bulb-outs and pedestrian crosswalks in the commercial district only.

25.4 IRRIGATION DESIGN

Feasibility Report: Includes analysis of existing conditions, available water and power sources, potential materials and application methods, review of existing and proposed utility adjustments, directional bores and sleeves associated with proposed irrigation system(s) design.

Design: Prepare irrigation design, materials list, and quantities for new landscaping, and

connections and modifications to existing systems where they occur within the project limits. Irrigation sleeves for side streets only; sleeves will be shown on plans to allow for future expansion of the irrigation system. Assumes City has existing irrigation along the project corridor for existing trees, palms, and landscaping. Record drawings and as-builts are assumed to be available from the city. Potable water source anticipated. Well and pump station design not included. Electrical design for irrigation controls system not included in this task.

25.5 HARDSCAPE DESIGN

Tasks include hardscape design for specialty sidewalk paving, brick accent banding to match existing conditions in the businesses, shops and restaurant areas, as well as the roundabout improvements, and design for non-organic materials (rock, drainage media) to be used in the bioswales, tree grates or flexible pavement for street trees within the sidewalks, and special paving for ADA crosswalks and curb bulb-outs at intersections, if applicable.

25.6 PLAN SUMMARY BOXES

Not using ORD or EQ Report. This effort applied to developing Pay Items and Summary of Quantities tables and sheets. Quantities for plants, mulch, soil, backfill, hardscape items, irrigation materials, and incidental items depicted in the proposed improvements.

25.7 COST ESTIMATES

One estimate at 30%, and updates at 60% and 100% design phases.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS

Prepare technical special provision for proposed irrigation improvements. Assumes Owner does not have standard specifications language. FDOT Standard Specifications do not address irrigation systems.

25.9 OTHER LANDSCAPE SERVICES

Analysis of existing trees based on survey data. Coordination with surveyor for existing tree inventory, determine tree disposition and species identification. Coordination with roadway and drainage design and utility adjustments.

Prepare a roll plot of the conceptual design improvements noted in Tasks 25.3, 25.4 and 25.5 to be used for once (1) client design review meeting and to support public meetings.

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS

Perform field reviews of the project site for purposes of developing an inventory of existing conditions and to assess potential impacts to existing trees, landscaping, and irrigation to be protected during construction and/or to be removed due to proposed improvements, where applicable.

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare a set of Landscape Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums
NOTE: The landscape plans for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

Prepare tabulation of quantities sheets for proposed landscape, irrigation, and hardscape improvements.

26.3 GENERAL NOTES

Prepare general notes describing the work to be performed as depicted and quantified in the

plans.

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS

Prepare plan sheets to address existing trees and vegetation to remain protected during construction and trees and vegetation to be removed where impacted by construction.

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

Prepare landscape plans for proposed landscape improvements within the project corridor where applicable.

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

Prepare planting details and notes for specific conditions not addressed in the FDOT Standard Plans.

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT

Prepare irrigation design plans for the proposed landscape improvements within the project corridor and side street connections, where applicable. Prepare plans depicting proposed irrigation sleeves for side streets.

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES

Prepare irrigation installation details and notes for specific site conditions, materials, and equipment.

26.11 HARDSCAPE PLANS

Prepare plans for proposed hardscape improvements within the project corridor and side street connections, where applicable.

26.12 HARDSCAPE DETAILS AND NOTES

Prepare details and notes for specific hardscape improvements within the project corridor and side street connections, where feasible.

26.13 LANDSCAPE MAINTENANCE PLAN

Includes preparing a technical plan for care and maintenance of the plants and beds, hardscape, and irrigation system after the establishment period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the Owner's preferences for the maintenance of proposed improvements.

26.14 COST ESTIMATE

Includes development of quantities for proposed materials to be included in the 30%, 60% and 100% phase submittals for inclusion in the overall Engineer's Estimate.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY. Field books submitted to the CITY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

NOTE: Survey for W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the CITY; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 VERTICAL PROJECT CONTROL (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the CITY; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES

Establish, recover, or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per FDOT R/W Maps, platted or dedicated rights of way.

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES

Perform Check Cross Sections to verify DTM.

27.9 SIDE STREET SURVEYS

Perform required Topographic, Drainage and Underground Utility surveys on Side Streets.

27.10 UNDERGROUND UTILITIES

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT

NOTE: WORK FOR W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

27.19 SECTIONAL/GRANTSURVEY

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 SUBDIVISION LOCATION

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject City, tie existing monumentation of the beginning and end of unrecorded subdivision.

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY – N/A

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS)

Identify general type and diameter of trees along the mainline.

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks FDOT District 5 specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to CITY size and format requirements utilizing FDOT approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the FDOT for review at stages of completion as negotiated.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY REQUIREMENTS

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry. Notification of Final Right of Way Requirements along with the purpose and duration of all easements will be specified in writing.

29.8 LIMITS OF CONSTRUCTION – N/A

29.9 JURISDICTIONAL/AGENCY LINES – N/A

The following sheet files will be completed.

29.10 CONTROL SURVEY COVER SHEET – N/A

29.11 CONTROL SURVEY KEY SHEET – N/A

29.12 CONTROL SURVEY DETAIL SHEET – N/A

29.13 RIGHT OF WAY MAP COVER SHEET – N/A

29.14 RIGHT OF WAY MAP KEY SHEET – N/A

29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A

29.16 MAINTENANCE MAP COVER SHEET – N/A

29.17 MAINTENANCE MAP KEY SHEET – N/A

29.18 MAINTENANCE MAP DETAIL SHEET – N/A

29.19 REFERENCE POINT SHEET – N/A

29.20 PROJECT CONTROL SHEET

This sheet depicts the baseline and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles.

29.21 TABLE OF OWNERSHIPS SHEET – N/A

29.22 PARCEL SKETCHES – N/A

29.23 TIITF SKETCHES – N/A

29.24 OTHER SPECIFIC PURPOSE SURVEY(S)

A topographic map will be submitted.

29.25 BOUNDARY SURVEY(S) MAP – N/A

29.26 RIGHT OF WAY MONUMENTATION MAP – N/A

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT – N/A

29.29 LEGAL DESCRIPTIONS – N/A

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LiDAR

The Consultant will perform Mobile LiDAR from John Young Parkway (US 17/92) to Vine Street (US 192) along main corridor and the first block of 7 side streets off the main corridor. NOTE: The sides streets on W. Sproule Ave, W. Dakin Ave, E. and W. Darlington Ave are not FDOT funded.

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

The CONSULTANT shall analyze and document ITS tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION

The CONSULTANT shall determine number and location of charging stations; the City shall verify these findings. The CONSULTANT shall submit a Design Documentation Book with each plan submittal.

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall prepare the ITS design file to include all efforts required per EV charging station for layout of proposed conductors and conduit runs, load center locations, pull box, service points, and electrical service feed. All existing ITS infrastructure shall be referenced to the new ITS plan sheets if applicable.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

Includes all work required to determine the quantities for all items associated with the EV charging stations and conduit runs.

33.14 COST ESTIMATE

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS

WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE / QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to convey the intent and scope of the project for the purposes of construction. NOTE: None of the ITS elements are FDOT funded.

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE
(TRANS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL

Based on the project information provided, our experience, and in accordance with the FDOT 2020 Soils and Foundation Handbook, we recommend the following scope of services:

Geotechnical Services

- Roadway Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each at north WB turn lane from Broadway to Neptune.
 - Perform Perform 3 drainage hand auger borings at 3 bioswale locations to depth of 7 feet each.
 - Perform 2 hand auger borings at 100' centers to depth of 5 feet each for gravity wall at south side Broadway (about Station 123+00).
 - Obtain 2 bulk soil samples for Limerick Bearing Ratio (LBR) testing at

Roundabout.

- o Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained. This includes LBR testing of shallow subgrade soils for use in pavement design and corrosion series sampling of soils along the project alignment for optional pipe materials analysis.
- Mainline Roadway Pavement Coring
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 6 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.
- Side Streets Roadway Pavement Coring (Not FDOT Funded)
 - o Develop coring plan and mark core locations at the site.
 - o Develop maintenance of traffic plan and coordinate lane closures with FDOT and City of Kissimmee.
 - o Mobilize maintenance of traffic equipment including signs, cones, and arrow board.
 - o Mobilize pavement coring equipment and personnel. Pavement coring anticipated to be performed during daytime.
 - o Obtain a total of 3 pavement cores.
 - o Submit the results of pavement coring program in a Pavement Condition Survey and Pavement Evaluation Report. The report will include the following:
 - Measured crack depths, rut depths, cross slope, pavement thickness and base thickness at each pavement core location.
 - Field evaluation of pavement condition and photographs of pavement core location and pavement core.
 - Recommendations regarding milling depth and pavement rehabilitation in areas of milling and resurfacing.

- Structures Subsurface Investigation
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 4 Standard Penetration Test (SPT) borings to a depth of 25 feet each for mast arm poles supporting hybrid beacons.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed mast arm poles supporting hybrid beacons.
- Structures Subsurface Investigation (Not FDOT Funded)
 - Develop boring plan and stake boring locations at the site.
 - Clear utilities at the boring locations.
 - Mobilize truck or mud bug mounted drilling equipment and personnel as needed.
 - Perform 2 Standard Penetration Test (SPT) borings to a depth of 30 feet each for gateway feature.
 - Perform limited laboratory soil classification testing to confirm visual soil classification of samples obtained.
 - Provide soil parameters for use in drilled shaft design (by others) for proposed gateway feature.
- Roadway Soil Survey Report
 - Issue a Preliminary and Final Roadway Soil Survey Report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Subsoil removal limits
 - Fill selection, placement and compaction
 - Recommended design LBR to assist with pavement design
- Limited Contamination Screening Evaluation Report (CSER)
 - Conduct a desktop contamination screening. This will include a review of historic aerial photos, other readily available historic resources, if available, and contamination database information to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the database information, if necessary, and identify other potential contamination sites, if any. Files maintained by the Florida Department of Environmental Protection or other regulatory Agencies will be review as well for identified sites. A Limited Contamination Screening Evaluation Report (CSER) will be prepared and issued.

Limitations

The scope of work is subject to the following limitations:

- The site will be accessible to the drilling equipment and crew assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- The CONSULTANT assumes no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine 811
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- Survey support will be provided by others.

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor

the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
CONNECT KISSIMMEE COMPLETE STREETS
Supplemental Agreement 1

This Exhibit forms an integral part of Supplemental Agreement 1 agreement between the City of Kissimmee (hereinafter referred to as the CITY) and AECOM Technical Services, Inc (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Description: Connect Kissimmee Complete Streets

Financial Project ID: 437472-2-58-01

RFQ2021-002

Federal Aid Project No.: D521 065 B

Roadways: Emmett Street from John Young Parkway (US 17/92) to Stewart/Ruby Avenue, Broadway from Stewart/Ruby Avenue to Neptune Road and Main Street from Neptune Road to Vine Street (US 192)

Context Classification: C5 Urban Center

1 PROJECT PURPOSE

The general objective is for the CONSULTANT to separate the Phase II contract documents prepared under the original agreement into two (2) separate standalone phases including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT LAP Manual, procedures and requirements. These Contract documents will be used by the contractor to build the project in these two phases. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract and indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may

provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

Note that work not funded by FDOT is identified in this scope.

Upon notice to proceed, the CONSULTANT shall separate the current 60% plans into two separate standalone phases.

Exhibit “D” summarizes the work to be performed in Phases 1 and 2.

2.1 PROJECT GENERAL AND ROADWAY (ACTIVITIES 3, 4, AND 5)

Plan Type:

This project will be produced at the indicated scales; all other plan sheets shall be prepared in accordance with the FDOT Design Manual (FDM).

Drainage Map: 1” = 100’ Horiz., 1” = 10’ Vert.

Project Layout: 1” = 500’

Roadway Plans: 1” = 40’

Side street Plans: 1” = 40’

Profiles: Mainline 1” = 40’ Horiz., 1” = 4’ Vert.

Side street 1” = 40’ Horiz., 1” = 4’ Vert.

Curb Return 1” = 20’ Horiz., 1” = 2’ Vert.

Cross Sections: Mainline 1” = 40’ Horiz., 1” = 10’ Vert.

Side street 1” = 40’ Horiz., 1” = 10’ Vert.

Cross Section Pattern Sheet: 1” = 500’

2.2 DRAINAGE (ACTIVITIES 6A AND 6B)

Separate the current 60% plans into 2 phases.

2.3 UTILITIES COORDINATION (ACTIVITY 7) - N/A

2.4 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES (ACTIVITY 8)

The Permit activities were included in the original Scope of Work. This Supplemental Agreement only includes filing for a Permit extension for Phase 2. The project will be permitted as one project but constructed in 2 standalone phases.

2.5 STRUCTURES (ACTIVITIES 9 - 18) – N/A

2.6 SIGNING AND PAVEMENT MARKINGS (ACTIVITIES 19, 19A, 20, & 20A)

Separate the current 60% plans into 2 phases.

2.7 SIGNALIZATION (ACTIVITIES 21 & 22) – N/A

2.8 LIGHTING (ACTIVITIES 23 & 24)

Separate the current 60% plans into 2 phases.

2.9 LANDSCAPE (ACTIVITIES 25 & 26)

Separate the current 60% plans into 2 phases.

2.10 SURVEY (ACTIVITY 27)

2.11 PHOTOGRAMMETRY (ACTIVITY 28) – N/A

2.12 MAPPING (ACTIVITY 29)

2.13 TERRESTRIAL MOBILE LIDAR (ACTIVITY 30) – N/A

2.14 ARCHITECTURE (ACTIVITY 31) – N/A

2.15 NOISE BARRIERS (ACTIVITY 32) – N/A

2.16 INTELLIGENT TRANSPORTATION SYSTEMS (ACTIVITIES 33 & 34)

Separate the current 60% plans into 2 phases.

2.17 GEOTECHNICAL (ACTIVITY 35) – N/A

2.18 3D MODELING (ACTIVITY 36) – N/A

2.19 PROJECT SCHEDULE

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date.

2.20 SUBMITTALS

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

2.21 PROVISIONS FOR WORK

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

General:

- Americans with Disabilities Act (ADA) Standards for Accessible Design
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements

- [FDOT Public Involvement Handbook](#)
- [FDOT Standard Specifications for Road and Bridge Construction](#)
- [FDOT Utility Accommodation Manual](#)

Roadway:

- [FDOT Design Manual](#)
- [FDOT Standard Plans](#)
- [FDOT Flexible Pavement Design Manual](#)
- [AASHTO - Roadside Design Guide](#)
- [FDOT - Florida Roundabout Guide](#)
- [FHWA - National Cooperative Highway Research Program \(NCHRP\) Report 672, Roundabouts: An Informational Guide](#)
- [FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways \("Florida Greenbook"\)](#)
- [Federal Highway Administration \(FHWA\) - Manual on Uniform Traffic Control Devices \(MUTCD\)](#)
- [FDOT - Florida Intersection Design Guide](#)

Permits:

- [Chapter 373, F.S. - Water Resources](#)
- [US Fish and Wildlife Service Endangered Species Programs](#)
- [Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits](#)
- [Florida Department of Environmental Protection Rules](#)
- [SFWMD SWERP \(Volume I\) ERP Applicant Handbook](#)
- [SFWMD SWERP \(Volume II\) ERP Applicant Handbook](#)
- [SFWMD Environmental Resource Permit Information Manual](#)

Drainage:

- [FDOT Drainage Manual](#)
- [FDOT Erosion and Sediment Control Manual](#)
- [FDOT Hydrology Handbook](#)
- [FDOT Open Channel Handbook](#)
- [FDOT Storm Drain Handbook](#)
- [FDOT Stormwater Management Facility Handbook](#)
- [FDOT Temporary Drainage Design Handbook](#)
- [Osceola County Land Development Code](#)

Survey and Mapping:

- [Rule Chapter 5J-17, Florida Administrative Code \(F.A.C.\), Standards of Practice for Professional Surveyors and Mappers](#)
- [Chapters 177 and 472, F.S.](#)
- [Florida Department of Transportation Surveying Handbook](#)

Traffic Engineering and Operations, Lighting, and ITS:

- AASHTO - Guide for Development of Bicycle Facilities
- FDOT Manual on Uniform Traffic Studies (MUTS)
- AASHTO - Roadway Lighting Design Guide
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical Code

Landscape Architecture:

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.22 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide project data including:

- Numbers for survey field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources
- All Department and City agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to the CITY pertaining to future improvements
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to the Department's Central Office
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Existing right of way maps
- PD&E/Feasibility Documents

- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
 - All existing/historical permits within the project limits
 - Approved Permit Document when available
 - Approval of all contacts with environmental agencies
 - Appropriate signatures on application forms

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to project activities 4 (Roadway Analysis) through 36 (3D Modeling). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing Phase 1 and 2 construction cost estimates at 100% and Final submittals.

Technical Special Provisions: N/A

Modified Special Provisions: N/A

Field Reviews: N/A

Technical Meetings: The CONSULTANT shall attend up to nine (9) technical meetings, including meetings with CITY and/or Agency staff, between disciplines and subconsultants, and progress meetings.

Plans Review: N/A

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall

be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: N/A

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Final Deliverables: The Consultant shall deliver final contract plans in electronic/digital format and provide four (4) sets of Design Documentation Memorandum (signed/sealed), Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD. Consultant shall prepare Construction Duration Calculations, Utility Work Schedules, Final construction plans, permits, and all other documentation needed to assist the City in bidding the construction of the recommended improvements.

Project General Tasks – N/A

4 ROADWAY ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

4.1 TYPICAL SECTION PACKAGE – N/A

4.2 PAVEMENT TYPE SELECTION REPORT – N/A

4.3 PAVEMENT DESIGN PACKAGE – N/A

4.4 CROSS-SLOPE CORRECTION – N/A

4.5 HORIZONTAL/VERTICAL MASTER DESIGN FILES

The CONSULTANT shall separate the current 60% Roadway design files into 2 phases and show proposed features from Phase 1 as existing conditions in the Phase 2 plans.

4.6 ACCESS MANAGEMENT - N/A

4.7 ROUNDABOUT EVALUATION - N/A

4.8 ROUNDABOUT FINAL DESIGN ANALYSIS - N/A

4.9 CROSS SECTION DESIGN FILES

The CONSULTANT shall by separate the current 60% cross section design files into 2 phases, including showing the Phase 1 elements as existing conditions in Phase 2.

4.10 TEMPORARY TRAFFIC CONTROL PLAN (TTCP) ANALYSIS – N/A

4.11 MASTER TTCP DESIGN FILES

The CONSULTANT shall separate the current 60% TTCP design files into 2 phases, including showing the Phase 1 elements as existing conditions in Phase 2.

4.12 SELECTIVE CLEARING AND GRUBBING – N/A

4.13 TREE DISPOSITION PLANS – N/A

4.14 DESIGN VARIATIONS AND EXCEPTIONS – N/A

4.15 ROADWAY DESIGN REPORT

The CONSULTANT shall separate the current 60% Roadway Calculations into 2 phases.

4.16 QUANTITIES

The CONSULTANT shall separate the Summary of Quantities design files into 2 phases.

4.17 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final submittals.

4.18 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL

PROVISIONS – N/A

4.19 OTHER ROADWAY ANALYSES – N/A

4.20 FIELD REVIEWS – N/A

4.21 MONITOR EXISTING STRUCTURES - N/A

4.22 TECHNICAL MEETINGS

4.23 QUALITY ASSURANCE/QUALITY CONTROL

4.24 INDEPENDENT PEER REVIEW – N/A

4.25 SUPERVISION

4.26 COORDINATION

5 ROADWAY PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Roadway Plans into 2 phases. NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.

5.1 KEY SHEET

5.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT

5.3 TYPICAL SECTION SHEETS

5.3.1 Typical Sections

5.3.2 Typical Section Details

5.4 GENERAL NOTES/PAY ITEM NOTES

5.5 SUMMARY OF QUANTITIES SHEETS

5.6 PROJECT LAYOUT

5.7 PLAN/PROFILE SHEET – N/A

5.8 PROFILE SHEET

5.9 PLAN SHEET

5.10 SPECIAL PROFILE (CURB RETURN PROFILES AT ROUNDABOUT) – N/A

5.11 BACK-OF-SIDEWALK PROFILE SHEET – N/A

5.12 INTERCHANGE LAYOUT SHEET – N/A

5.13 RAMP TERMINAL DETAILS (PLAN VIEW) – N/A

5.14 INTERSECTION LAYOUT DETAILS (ROUNDABOUT) – N/A

5.15 SPECIAL DETAILS – N/A

5.16 CROSS-SECTION PATTERN SHEETS

5.17 ROADWAY SOIL SURVEY SHEETS – N/A

5.18 CROSS SECTIONS

5.19 TEMPORARY TRAFFIC CONTROL PLAN SHEETS

5.20 TEMPORARY TRAFFIC CONTROL CROSS SECTION SHEETS – N/A

5.21 TEMPORARY TRAFFIC CONTROL DETAIL SHEETS

5.22 UTILITY ADJUSTMENT SHEETS

5.23 SELECTIVE CLEARING AND GRUBBING SHEETS – N/A

5.24 TREE DISPOSITION PLAN SHEETS – N/A

5.25 PROJECT CONTROL SHEETS – N/A

5.26 ENVIRONMENTAL DETAIL SHEETS – N/A

5.27 UTILITY VERIFICATION SHEETS (SUE DATA) – N/A

5.28 QUALITY ASSURANCE/QUALITY CONTROL

5.29 SUPERVISION

6a DRAINAGE ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

6a.1 Drainage Map Hydrology

The CONSULTANT shall separate the current Drainage Map Hydrology design into 2 phases, including Phase 1 elements as existing conditions in Phase 2.

6a.2 Base Clearance Calculations – N/A

6a.3 Pond Siting Analysis and Report – N/A

6a.4 Design of Cross Drains – N/A

6a.5 Design of Ditches – N/A

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) – N/A

6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) – N/A

6a.8 Design of Floodplain Compensation – N/A

6a.9 Design of Storm Drains

The CONSULTANT shall separate the current 60% Drainage design files into 2 phases and show proposed features from Phase 1 as existing conditions in Phase 2.

6a.10 Optional Culvert Material – N/A

6a.11 French Drain Systems – N/A

6a.12 Drainage Wells – N/A

6a.13 Drainage Design Documentation Report – N/A

6a.14 Bridge Hydraulic Report – N/A

6a.15 Temporary Drainage Analysis

The CONSULTANT shall separate the temporary drainage analysis for the tabled intersections into 2 Phases.

6a.16 Cost Estimate

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

6a.17 Technical Special Provisions / Modified Special Provisions – N/A

6a.18 Hydroplaning Analysis – N/A

6a.19 Existing Permit Analysis – N/A

6a.20 Other Drainage Analysis – N/A

6a.21 Field Reviews

6a.22 Technical Meetings

6a.23 Environmental Look-Around (ELA) Meeting – N/A

6a.24 Quality Assurance/Quality Control

6a.25 Independent Peer Review – N/A

6a.26 Supervision

6a.27 Coordination

6b DRAINAGE PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Drainage Plans into 2 phases. NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.

6b.1 Drainage Map

6b.2 Bridge Hydraulics Recommendation Sheets – N/A

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material – N/A

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets – N/A

6b.7 Lateral Ditch Plan/Profile – N/A

6b.8 Lateral Ditch Cross Sections – N/A

6b.9 Retention/Detention Pond Detail Sheet(s) – N/A

6b.10 Retention Pond Cross Sections – N/A

6b.11 Erosion Control Plan Sheets

6b.12 SWPPP Sheets

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. The CONSULTANT shall coordinate with the utilities two separate sets of roadway design files. Roadway design files will be

separated into 2 phases, Utility plans will show proposed features from Phase 1 as existing conditions in Phase 2.

7.1 UTILITY KICKOFF MEETING – N/A

7.2 IDENTIFY EXISTING UTILITY AGENCY OWNER(S) – N/A

7.3 MAKE UTILITY CONTACTS

Second Contact (Phase 2): At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Third Contact (Phase 2): the CONSULTANT shall transmit two complete sets of Phase IV plans and the final utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the District. Include the design schedule.

7.4 EXCEPTION PROCESSING – N/A

7.5 PRELIMINARY UTILITY MEETING – N/A

7.6 INDIVIDUAL/FIELD MEETINGS

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 COLLECT AND REVIEW PLANS AND DATA FROM UAO(S)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent

to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

7.8 SUBORDINATION OF EASEMENTS COORDINATION – NA

7.9 UTILITY DESIGN MEETING

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CITY Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 REVIEW UTILITY MARKUPS & WORK SCHEDULES AND PROCESSING OF SCHEDULES & AGREEMENTS

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and CITY Traffic Operations for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 UTILITY COORDINATION/FOLLOW-UP

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and

agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project

2

7.12 UTILITY CONSTRUCTABILITY REVIEW

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 ADDITIONAL UTILITY SERVICES – N/A

7.14 PROCESSING UTILITY WORK BY HIGHWAY CONTRACTOR (UWHC) – N/A

7.15 CONTRACT PLANS TO UAO(S) – NA

7.16 CERTIFICATION/CLOSE-OUT

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

7.17 OTHER UTILITIES – N/A

8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

8.1 PRELIMINARY PROJECT RESEARCH

8.2 FIELD WORK

8.2.1 Pond Site Alternatives – N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments – N/A

8.2.3 Species Surveys – N/A

8.3 AGENCY VERIFICATION OF WETLAND DATA – N/A

8.4 COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS

8.4.1 Complete and Submit All Required Wetland Permit Applications

The CONSULTANT shall file for a permit extension for the Phase 2 construction only due to the project schedule revision as a result of the project being separated into 2 phases.

8.4.2 Complete and Submit All Required Species Permit Applications – N/A

8.5 COORDINATE AND REVIEW DREDGE AND FILL SKETCHES – N/A

8.6 PREPARE USCG PERMIT APPLICATION – N/A

8.7 PREPARE WATER MANAGEMENT DISTRICT OR LOCAL WATER CONTROL DISTRICT RIGHT OF WAY OCCUPANCY PERMIT APPLICATION – N/A

8.8 PREPARE COASTAL CONSTRUCTION CONTROL LINE (CCCL) PERMIT APPLICATION – N/A

8.9 PREPARE TREE PERMIT INFORMATION – N/A

8.10 COMPENSATORY MITIGATION PLAN – N/A

8.11 MITIGATION COORDINATION AND MEETINGS – N/A

8.12 OTHER ENVIRONMENTAL PERMITS – N/A

8.13 TECHNICAL SUPPORT TO THE CITY AND FDOT FOR ENVIRONMENTAL CLEARANCES AND REEVALUATIONS (USE WHEN CONSULTANT PROVIDES TECHNICAL SUPPORT) – N/A

8.13.1 NEPA or SEIR Reevaluation – N/A

8.13.2 Archaeological and Historical Features – N/A

8.13.3 Wetland Impact Analysis – N/A

8.13.4 Essential Fish Habitat Impact Analysis – N/A

8.13.5 Protected Species and Habitat Impact Analysis – N/A

8.14 PREPARATION OF ENVIRONMENTAL CLEARANCES AND RE-EVALUATIONS (USE WHEN CONSULTANT PREPARES ALL DOCUMENTS ASSOCIATED WITH REEVALUATION) – N/A

8.14.1 NEPA or SEIR Reevaluation – N/A

8.14.2 Archaeological and Historical Features – N/A

8.14.3 Wetland Impact Analysis – N/A

8.14.4 Essential Fish Habitat Impact Analysis – N/A

8.14.5 Protected Species and Habitat Impact Analysis – N/A

8.15 CONTAMINATION IMPACT ANALYSIS – N/A

8.16 ASBESTOS SURVEY – N/A

8.17 TECHNICAL MEETINGS

8.18 QUALITY ASSURANCE/QUALITY CONTROL

8.19 SUPERVISION

8.20 COORDINATION

9 STRUCTURES SUMMARY

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

11 STRUCTURES - TEMPORARY BRIDGE – N/A

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

16 STRUCTURES - MOVABLE SPAN – N/A

17 STRUCTURES - RETAINING WALLS – N/A

18 STRUCTURES - MISCELLANEOUS

18.1 thru 18.8 – N/A

18.9 MAST ARMS – N/A

18.10 MAST ARMS DATA TABLE PLAN SHEETS – N/A

18.11 MAST ARM SPECIAL DETAILS PLAN SHEETS – N/A

18.12 thru 18.27 – N/A

18.28 GATEWAY SIGN PYLONS AND FOUNDATIONS – N/A

18.29 GATEWAY SIGN/PYLON CONNECTIONS – N/A

18.30 SPECIAL STRUCTURES – N/A

18.31 OTHER STRUCTURES – N/A

19 SIGNING AND PAVEMENT MARKING ANALYSIS (GATEWAY/WAYFINDING SIGNS)

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE (Gateway Sign not FDOT funded) – N/A

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS (Gateway Sign not FDOT funded) – N/A

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES – N/A

19.8 COST ESTIMATE (Gateway Sign work efforts are not FDOT funded) – N/A

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS – N/A

19.12 TECHNICAL MEETINGS (Gateway Sign meetings not FDOT funded) – N/A

19.13 QUALITY ASSURANCE/QUALITY CONTROL – N/A

-

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION – N/A

19.16 COORDINATION – N/A

20 SIGNING AND PAVEMENT MARKING PLANS (GATEWAY/WAYFINDING SIGNS)

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES – N/A

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET – N/A

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS – N/A

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL – N/A

20.15 SUPERVISION – N/A

19A SIGNING AND PAVEMENT MARKING ANALYSIS

NOTE: W. Sproule Ave, W. Dakin Ave, N. Stewart Ave., and W. Darlington Ave are not FDOT funded.

19.1 TRAFFIC DATA ANALYSIS – N/A

19.2 NO PASSING ZONE STUDY – N/A

19.3 REFERENCE AND MASTER DESIGN FILE

The CONSULTANT shall separate the current 60% Signing & Marking Design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

For Phase 1, this includes designing Broadway with tie-ins to existing lane widths on Emmett

St and Main St. For Phase 2, this includes modifying tie-ins to new lane widths.

19.4 MULTI-POST SIGN SUPPORT CALCULATIONS – N/A

19.5 SIGN PANEL DESIGN ANALYSIS

The CONSULTANT shall prepare guide sign details per 60% comment received from the City's Engineering Department stating to add street sign details to the construction drawings in conformance with City Construction Standards and Specifications.

19.6 SIGN LIGHTING/ELECTRICAL CALCULATIONS – N/A

19.7 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

19.8 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

19.9 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

19.10 OTHER SIGNING AND PAVEMENT MARKING ANALYSIS – N/A

19.11 FIELD REVIEWS

19.12 TECHNICAL MEETINGS

19.13 QUALITY ASSURANCE/QUALITY CONTROL

19.14 INDEPENDENT PEER REVIEW – N/A

19.15 SUPERVISION

19.16 COORDINATION

20A SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60%

Signing and Pavement Marking Plans into 2 phases. NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.

20.1 KEY SHEET – N/A

20.2 SUMMARY OF PAY ITEMS INCLUDING QUANTITY INPUT – N/A

20.3 TABULATION OF QUANTITIES

20.4 GENERAL NOTES/PAY ITEM NOTES – N/A

20.5 PROJECT LAYOUT – N/A

20.6 PLAN SHEET

20.7 TYPICAL DETAILS – N/A

20.8 GUIDE SIGN WORK SHEETS

20.9 TRAFFIC MONITORING SITE – N/A

20.10 CROSS SECTIONS – N/A

20.11 SPECIAL SERVICE POINT DETAILS – N/A

20.12 SPECIAL DETAILS – N/A

20.13 INTERIM STANDARDS – N/A

20.14 QUALITY ASSURANCE/QUALITY CONTROL

20.15 SUPERVISION

21 SIGNALIZATION ANALYSIS – N/A

22 SIGNALIZATION PLANS – N/A

23 LIGHTING ANALYSIS

NOTE: All of the Lighting elements are FDOT funded.

23.1 LIGHTING JUSTIFICATION REPORT – N/A

23.2 LIGHTING DESIGN ANALYSIS REPORT

The CONSULTANT shall update the LDAR documenting separating the current 60% Lighting Plans into 2 Phases.

23.3 VOLTAGE DROP CALCULATIONS – N/A

23.4 FDEP COORDINATION AND REPORT – N/A

23.5 REFERENCE AND MASTER DESIGN FILES

The CONSULTANT shall separate the current 60% Lighting design files into 2 phases and show Phase 1 elements as existing conditions in Phase 2.

23.6 TEMPORARY LIGHTING – N/A

23.7 DESIGN DOCUMENTATION – N/A

23.8 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

23.9 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

23.10 TECHNICAL SPECIAL PROVISIONS – N/A

23.11 OTHER LIGHTING ANALYSIS – N/A

23.12 FIELD REVIEWS – N/A

23.13 TECHNICAL MEETINGS

23.14 QUALITY ASSURANCE/QUALITY CONTROL

23.15 INDEPENDENT PEER REVIEW – N/A

23.16 SUPERVISION

23.17 COORDINATION

24 LIGHTING PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Lighting Plans into 2 phases.

24.1 KEY SHEET

24.2 SUMMARY OF PAY ITEM SHEET INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A

24.3 TABULATION OF QUANTITIES

24.4 GENERAL NOTES/PAY ITEM NOTES – N/A

24.5 POLE DATA, LEGEND & CRITERIA

24.6 SERVICE POINT DETAIL – N/A

24.7 PROJECT LAYOUT – N/A

24.8 PLAN SHEET

24.9 SPECIAL DETAILS – N/A

24.10 TEMPORARY LIGHTING DATA AND DETAILS – N/A

24.11 TRAFFIC CONTROL PLAN SHEETS – N/A

24.12 INTERIM STANDARDS – N/A

24.13 QUALITY ASSURANCE/QUALITY CONTROL

24.14 SUPERVISION

25 LANDSCAPE ANALYSIS

NOTE: The landscape analysis and design for W. Sproule Ave, W. Dakin Ave, N. Stewart

Ave., and W. Darlington Ave are not FDOT funded.

25.1 DATA COLLECTION – N/A

25.2 SITE INVENTORY AND ANALYSIS FOR PROPOSED LANDSCAPE – N/A

25.3 PLANTING DESIGN

The CONSULTANT shall separate the current 60% Landscape design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

25.4 IRRIGATION DESIGN – N/A

25.5 HARDSCAPE DESIGN – N/A

25.6 PLAN SUMMARY BOXES – N/A

25.7 COST ESTIMATES

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final submittals.

25.8 TECHNICAL SPECIAL PROVISIONS AND MODIFIED SPECIAL PROVISIONS – N/A

25.9 OTHER LANDSCAPE SERVICES – N/A

25.10 OUTDOOR ADVERTISING – N/A

25.11 FIELD REVIEWS – N/A

25.12 TECHNICAL/PUBLIC MEETINGS

25.13 QUALITY ASSURANCE/QUALITY CONTROL

25.14 INDEPENDENT PEER REVIEW – N/A

25.15 SUPERVISION

25.16 PROJECT COORDINATION

25.17 INTERDISCIPLINARY COORDINATION

26 LANDSCAPE PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% Landscape Plans into 2 phases. NOTE: W. Sproule Avenue, W. Dakin Avenue, N. Stewart Ave., and W. Darlington Avenue are not FDOT funded.

26.1 KEY SHEET

26.2 TABULATION OF QUANTITIES

26.3 GENERAL NOTES

26.4 TREE AND VEGETATION PROTECTION AND RELOCATION PLANS AND TREE DISPOSITION PLANS – N/A

26.5 PLANTING PLANS FOR LINEAR ROADWAY PROJECTS

26.6 PLANTING PLANS (INTERCHANGES AND TOLL PLAZAS) – N/A

26.7 PLANTING DETAILS AND NOTES

26.8 IRRIGATION PLANS FOR LINEAR ROADWAY PROJECT – N/A

26.9 IRRIGATION PLANS FOR INTERCHANGE AND TOLL PLAZAS – N/A

26.10 IRRIGATION DETAILS AND NOTES – N/A

26.11 HARDSCAPE PLANS – N/A

26.12 HARDSCAPE DETAILS AND NOTES – N/A

26.13 LANDSCAPE MAINTENANCE PLAN

26.14 COST ESTIMATE

See line item 25.7 above.

26.15 QUALITY ASSURANCE/QUALITY CONTROL

26.16 SUPERVISION

27 SURVEY

This scope is derived with the intention to survey the new boundary for the City of Kissimmee Police Station property swap.

27.1 HORIZONTAL PROJECT CONTROL (HPC)

Recover and set horizontal control as required utilizing GPS/RTK FPRN methods. Datum: NAD 83/ Latest Adjustment.

27.2 VERTICAL PROJECT CONTROL (VPC) – N/A

27.3 ALIGNMENT AND/OR EXISTING RIGHT OF WAY (R/W) LINES – N/A

27.4 AERIAL TARGETS – N/A

27.5 REFERENCE POINTS – N/A

27.6 TOPOGRAPHY/DIGITAL TERRAIN MODEL (DTM) (3D) – N/A

27.7 PLANIMETRIC (2D) – N/A

27.8 ROADWAY CROSS SECTIONS/PROFILES – N/A

27.9 SIDE STREET SURVEYS – N/A

27.10 UNDERGROUND UTILITIES – N/A

27.11 OUTFALL SURVEY – N/A

27.12 DRAINAGE SURVEY – N/A

27.13 BRIDGE SURVEY (MINOR/MAJOR) – N/A

27.14 CHANNEL SURVEY – N/A

27.15 POND SITE SURVEY – N/A

27.16 MITIGATION SURVEY – N/A

27.17 JURISDICTION LINE SURVEY – N/A

27.18 GEOTECHNICAL SUPPORT – N/A

27.19 SECTIONAL/GRANT SURVEY – N/A

27.20 SUBDIVISION LOCATION – N/A

27.21 MAINTAINED R/W – N/A

27.22 BOUNDARY SURVEY

Perform 1 boundary survey for the Police Station parcel. Only above ground features will be located.

27.23 WATER BOUNDARY SURVEY – N/A

27.24 RIGHT OF WAY STAKING, PARCEL / RIGHT OF WAY LINE – N/A

27.25 RIGHT OF WAY MONUMENTATION – N/A

27.26 LINE CUTTING – N/A

27.27 WORK ZONE SAFETY

Provide work zone as required by CITY and FDOT standards.

27.28 MISCELLANEOUS SURVEYS (TREE AND VEGETATION SURVEYS) – N/A

27.29 SUPPLEMENTAL SURVEYS – N/A

27.30 DOCUMENT RESEARCH – N/A

27.31 FIELD REVIEW

Perform field review to ensure all topographic items were collected.

27.32 TECHNICAL MEETINGS – N/A

27.33 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 SUPERVISION

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

27.35 COORDINATION

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

28 PHOTOGRAMMETRY – N/A

29 MAPPING

This scope is derived with the intention to map the new boundary for the City of Kissimmee Police Station property swap.

29.1 ALIGNMENT – N/A

29.2 SECTION AND 1/4 SECTION LINES – N/A

29.3 SUBDIVISIONS / PROPERTY LINES – N/A

29.4 EXISTING RIGHT OF WAY – N/A

29.5 TOPOGRAPHY – N/A

29.6 PARENT TRACT PROPERTIES AND EXISTING EASEMENTS – N/A

29.7 PROPOSED RIGHT OF WAY AND TCE REQUIREMENTS – N/A

- 29.8 LIMITS OF CONSTRUCTION – N/A**
- 29.9 JURISDICTIONAL/AGENCY LINES – N/A**
- 29.10 CONTROL SURVEY COVER SHEET – N/A**
- 29.11 CONTROL SURVEY KEY SHEET – N/A**
- 29.12 CONTROL SURVEY DETAIL SHEET – N/A**
- 29.13 RIGHT OF WAY MAP COVER SHEET – N/A**
- 29.14 RIGHT OF WAY MAP KEY SHEET – N/A**
- 29.15 RIGHT OF WAY MAP DETAIL SHEET – N/A**
- 29.16 MAINTENANCE MAP COVER SHEET – N/A**
- 29.17 MAINTENANCE MAP KEY SHEET – N/A**
- 29.18 MAINTENANCE MAP DETAIL SHEET – N/A**
- 29.19 REFERENCE POINT SHEET – N/A**
- 29.20 PROJECT CONTROL SHEET – N/A**
- 29.21 TABLE OF OWNERSHIPS SHEET – N/A**
- 29.22 PARCEL SKETCHES – N/A**
- 29.23 TIITF SKETCHES – N/A**
- 29.24 OTHER SPECIFIC PURPOSE SURVEY(S) – N/A**
- 29.25 BOUNDARY SURVEY(S) MAP**
- Create stand-alone Boundary Survey for 1 parcel's R/W acquisition/transfer. (24" x 36")
- 29.26 RIGHT OF WAY MONUMENTATION MAP – N/A**

29.27 TITLE SEARCH MAP – N/A

29.28 TITLE SEARCH REPORT

Review, calculate, and plot the Parcel Title Search Report. Estimate 1 title search. Note that title searches are to be supplied by the City of Kissimmee and are not included in this Scope.

29.29 LEGAL DESCRIPTIONS

Create supporting legal description for parcel. Estimated 1 description.

29.30 FINAL MAP/PLANS COMPARISON – N/A

29.31 FIELD REVIEWS – N/A

29.32 TECHNICAL MEETINGS – N/A

29.33 QUALITY ASSURANCE/QUALITY CONTROL

29.34 SUPERVISION

29.35 COORDINATION

29.36 SUPPLEMENTAL MAPPING – N/A

30 TERRESTRIAL MOBILE LIDAR – N/A

31 ARCHITECTURE DEVELOPMENT – N/A

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE – N/A

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

NOTE: None of the ITS elements are FDOT funded.

33.1 ITS ANALYSIS – N/A

33.2 COMMUNICATION PLAN ANALYSIS – N/A

33.3 LIGHTNING PROTECTION ANALYSIS – N/A

33.4 POWER SUBSYSTEM – N/A (KUA to provide power to each EV charging station)

33.5 VOLTAGE DROP CALCULATIONS – N/A (KUA to determine conductor and conduit size for each charging station)

33.6 DESIGN DOCUMENTATION – N/A

33.7 EXISTING ITS SYSTEM – N/A

33.8 QUEUE ANALYSIS – N/A

33.9 REFERENCE AND MASTER ITS DESIGN FILE

The CONSULTANT shall separate the current 60% ITS design files into 2 phases and show proposed features from Phase 1 as existing in Phase 2.

33.10 REFERENCE AND MASTER COMMUNICATIONS DESIGN FILE – N/A

33.11 POLE ELEVATION ANALYSIS – N/A

33.12 SIGN PANEL DESIGN ANALYSIS – N/A

33.13 QUANTITIES

The CONSULTANT shall separate the Tabulation of Quantities files into 2 phases.

33.14 COST ESTIMATE

The CONSULTANT shall prepare Phase 1 and Phase 2 cost estimates for the 100% and Final completion level.

33.15 TECHNICAL SPECIAL PROVISIONS – N/A (KUA TO PERFORM THIS WORK)

33.16 OTHER ITS ANALYSES – N/A

33.17 FIELD REVIEWS – N/A

33.18 TECHNICAL MEETINGS

33.19 QUALITY ASSURANCE / QUALITY CONTROL

33.20 SUPERVISION

33.21 COORDINATION

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare the following sheets necessary to separate the current 60% ITS Plans into 2 phases. **NOTE: None of the ITS elements are FDOT funded.**

34.1 KEY SHEET

34.2 SUMMARY OF PAY ITEMS INCLUDING DESIGNER INTERFACE (TRNS*PORT) INPUT – N/A

34.3 TABULATION OF QUANTITIES

34.4 GENERAL NOTES / PAY ITEM NOTES

34.5 PROJECT LAYOUT – N/A

34.6 TYPICAL AND SPECIAL DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.7 PLAN SHEET

34.8 ITS COMMUNICATIONS PLANS – N/A

34.9 FIBER OPTIC SPLICE DIAGRAMS – N/A

34.10 LIGHTNING PROTECTION PLANS – N/A

34.11 CROSS SECTIONS – N/A

34.12 GUIDE SIGN WORK SHEET(S) – N/A

34.13 SPECIAL SERVICE POINT DETAILS – N/A (KUA TO PERFORM THIS WORK)

34.14 STRAIN POLE SCHEDULE – N/A

34.15 OVERHEAD / CANTILEVER SIGN STRUCTURE – N/A

34.16 OTHER OVERHEAD SIGN STRUCTURES (LONG SPAN, MONOTUBE, ETC.) – N/A

34.17 TRAFFIC CONTROL PLANS – N/A

34.18 INTERIM STANDARDS – N/A

34.19 GIS DATA AND ASSET MANAGEMENT REQUIREMENTS – N/A

34.20 QUALITY ASSURANCE / QUALITY CONTROL

34.21 SUPERVISION

35 GEOTECHNICAL – N/A

36 3D MODELING – N/A

37 PROJECT REQUIREMENTS

37.1 LIAISON OFFICE

The CITY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 KEY PERSONNEL

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

37.3 PROGRESS REPORTING

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 CORRESPONDENCE

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

37.5 PROFESSIONAL ENDORSEMENT

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by CITY standards.

37.6 COMPUTER AUTOMATION

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

37.7 COORDINATION WITH OTHER CONSULTANTS – N/A

37.8 OPTIONAL SERVICES

At the CITY's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in the Method of Compensation for this contract, for a fair, competitive and reasonable cost, considering the scope and complexity of the work. Additional services may be authorized by Letter of Authorization or Supplemental Agreement. The additional services may include

Construction Assistance, Review of Shop Drawings, Final "As-Built" plans based on documents provided by the CITY (CADD services only), or other services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with the Method of Compensation for this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the CITY.

EXHIBIT “B”
COMPENSATION

ESTIMATE OF WORK EFFORT AND COST - AECOM - FDOT FUNDED

Name of Project:	Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
County:	Osceola
FPN:	437472-1-38-01
FAP No.:	TBD

Consultant Name: AECOM
Consultant No.: TBD
Date: 7/14/2023
Estimator: Mike Phillips

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Landscape Architect	Landscape Architect Intern	Senior Utility Coordinator	Transportation Data Scientist	Chief Scientist	Senior Scientist	Scientist	Secretary/ Clerical	SH	Salary	Average
		\$96.19	\$93.56	\$73.00	\$61.61	\$52.75	\$46.40	\$50.89	\$123.35	\$39.33	\$36.65	\$33.51	\$64.49	\$39.70	\$28.10	\$52.88	\$72.78	\$71.26	\$44.25	\$27.11	\$31.92	By	Cost By	Rate Per
																						Activity	Activity	Task
3. Project General and Project Common Tasks	44	11	0	13	0	0	0	0	0	0	7	11	0	0	0	0	0	0	0	0	2	44	\$2,696	\$61.27
4. Roadway Analysis	103	3	5	31	10	21	21	10	0	0	0	0	0	0	0	0	2	0	0	0	0	103	\$6,372	\$61.86
5. Roadway Plans	117	6	6	12	18	23	41	0	0	12	0	0	0	0	0	0	0	0	0	0	0	118	\$6,711	\$56.87
6a. Drainage Analysis	113	6	6	34	11	23	23	11	0	0	0	0	0	0	0	0	0	0	0	0	0	114	\$7,138	\$62.62
6b. Drainage Plans	178	9	9	18	27	36	62	0	0	18	0	0	0	0	0	0	0	0	0	0	0	179	\$10,169	\$56.81
7. Utilities	88	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	0	0	0	0	0	88	\$4,653	\$52.88
8. Environmental Permits, Compliance & Clearances	21	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	6	6	4	0	20	\$987	\$49.36
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19.A Signing & Pavement Marking Analysis (RDWY)	152	3	5	0	50	0	38	0	0	53	0	0	0	0	0	0	0	0	0	0	3	152	\$7,780	\$51.19
20.A Signing & Pavement Marking Plans (RDWY)	99	0	7	0	23	0	35	0	0	35	0	0	0	0	0	0	0	0	0	0	0	100	\$5,073	\$50.73
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	77	4	9	0	15	0	12	19	0	18	0	0	0	0	0	0	0	0	0	0	0	77	\$4,383	\$56.92
24. Lighting Plans	31	1	2	0	6	0	6	5	0	10	2	6	0	0	0	0	0	0	0	0	0	32	\$1,652	\$51.64
25. Landscape Architecture Analysis	36	0	0	0	0	0	0	0	0	0	0	0	16	14	5	0	0	0	0	0	0	36	\$1,768	\$49.12
26. Landscape Architecture Plans	26	0	0	0	0	0	0	0	0	0	0	0	12	10	4	0	0	0	0	0	0	26	\$1,277	\$49.12
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,085	43	49	108	160	103	242	45	0	146	9	11	28	25	9	88	2	6	6	4	5	1,089		
Total Staff Cost		\$4,136.17	\$4,584.44	\$7,884.00	\$9,857.60	\$5,433.25	\$11,228.80	\$2,290.05	\$0.00	\$5,742.18	\$329.85	\$366.61	\$1,799.27	\$984.56	\$261.33	\$4,653.44	\$145.56	\$427.56	\$265.50	\$108.44	\$159.60		\$60,660.21	\$55.70

Notes:

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

Survey Field Days by Subconsultant
4 - Person Crew:

[illegible]

ESTIMATE OF WORK EFFORT AND COST - MG VERA - FDOT FUNDED

Name of Project: Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
 County: Osceola
 FPN: 437472-1-38-01
 FAP No.: TBD

Consultant Name: AECOM
 Consultant No.: enter consultants proj. number
 Date: 7/14/2023
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Surveyor	Senior Surveyor	Survey Technician 3	Survey/GIS/SU E Analyst 3	Engineer 1	Senior Designer	CEI Senior Project Engineer	Senior Engineering Technician	Engineering Technician	CADD/ Computer Technician	Senior Landscape Architect	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$61.20	\$55.89	\$38.50	\$40.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
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, Compliance & 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!
19.A Signing & Pavement Marking Analysis (RDWY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20.A Signing & Pavement Marking Plans (RDWY)	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 Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	24	1	5	3	14	0	0	0	0	0	0	0	0	23	\$1,019	\$44.30
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	21	1	4	4	12	0	0	0	0	0	0	0	0	21	\$921	\$43.86
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	45	2	9	7	26	0	0	0	0	0	0	0	0	44		
Total Staff Cost		\$122.40	\$503.01	\$269.50	\$1,045.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,940.11	\$44.09

Check = \$1,940.11

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					\$1,940.11
OVERHEAD:			132.67%		\$2,573.94
OPERATING MARGIN:			31.00%		\$601.43
FCCM (Facilities Capital Cost Money):			0.177%		\$3.43
EXPENSES:			28.25%		\$548.08
SUBTOTAL ESTIMATED FEE:					\$5,666.99
Survey (Field)	0	4-person crew days @	\$ 1,962.96	/ day	\$0.00
Survey (Field)	3	3-person crew days @	\$ 1,589.04	/ day	\$4,767.12
Utility Designate/Locate	0	3-person crew days @	\$ 1,647.41	/ day	\$0.00
Utility Designate/Locate	0	2-person crew days @	\$ 1,156.75	/ day	\$0.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$4,767.12
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$10,434.11

ESTIMATE OF WORK EFFORT AND COST - AECOM - NOT FDOT FUNDED

Name of Project:	Connect Kissimmee Complete Streets - From John Young Parkway (US 17/92) to Vine Street (US 192) along Emmett Street, Broadway and Main Street
County:	Osceola
FPN:	437472-1-38-01
FAP No.:	TBD

Consultant Name: AECOM
Consultant No.: TBD
Date: 7/14/2023
Estimator: Mike Phillips

[illegible]

Survey Field Days by Subconsultant:
4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

[illegible]

**EXHIBIT “C”
CONSULTANT'S
QUALIFICATION
PROPOSAL**

NO CHANGE

**EXHIBIT “D”
WORK
PHASE
SUMMARY**

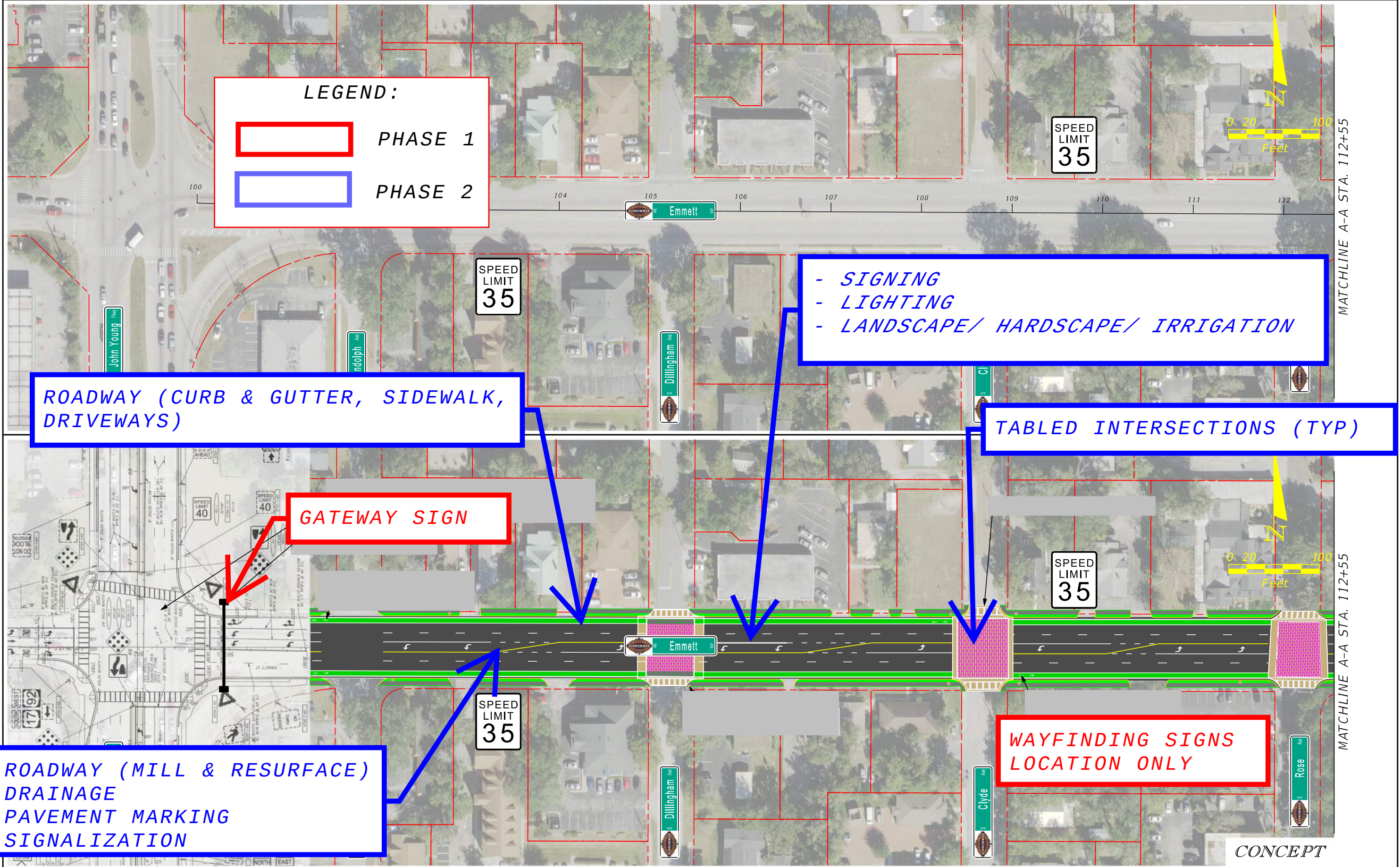
**NEW
EXHIBIT**

FDOT-Funded
PHASE 1
Roundabout (Includes Ruby Ave)
Roadway (asphalt, curb & gutter, sidewalk, etc)
Drainage
Signalization
Signing/Pavement Marking
Lighting
Landscape/Hardscape/Irrigation
Broadway
Tabled intersections
Roadway (mill/resurface)
Drainage
Signalization
Signing
Lighting
Landscape/Hardscape/Irrigation
Monument Ave
Roadway (pavers, curb & gutter, sidewalk, driveways, etc)
Drainage
Signing/Pavement Marking
Landscape/Hardscape/Irrigation
Darlington Ave
Sidewalk
Landscape/Hardscape/Irrigation
Stewart Ave
Sidewalk
Landscape/Hardscape/Irrigation
Dakin Ave (Broadway to alley)
Sidewalk
Landscape/Hardscape/Irrigation
Sproule Ave (Broadway to alley)
Sidewalk
Landscape/Hardscape/Irrigation

City-Funded
PHASE 1
Darlington Ave
Roadway (pavers, curb & gutter, driveways, etc)
Drainage
Signing/Pavement Marking
ITS (1 EV Charging Station/Infrastructure)
Gateway Sign
Wayfinding Signs (Location Only)
Monument Ave
ITS (Infrastructure for 1 EV charging station)
Stewart Ave
Roadway (pavers, curb & gutter, driveways, etc)
Drainage
Signing/Pavement Marking
Lighting
Dakin Ave (Broadway to alley)
Roadway (pavers, curb & gutter, driveways, etc)
Drainage
Signing/Pavement Marking
Sproule Ave (Broadway to alley)
Roadway (pavers, curb & gutter, driveways, etc)
Drainage
Signing/Pavement Marking

FDOT-Funded
PHASE 2
Emmett St
Tabled intersections
Roadway (mill/resurface)
Drainage
Pavement Marking
Roadway (asphalt, curb & gutter, sidewalk, etc)
Signalization
Signing
Lighting
Landscape/Hardscape/Irrigation
Main St
Tabled intersections
Roadway (mill/resurface, widen at median, curb & gutter, sidewalk, driveways, etc)
Drainage
Landscape/Hardscape/Irrigation
Signalization
Pavement Marking
Signing
Lighting
Dakin Ave (Alley to Church St)
Sidewalk
Landscape/Hardscape/Irrigation
Sproule Ave (Alley to Church St)
Sidewalk
Landscape/Hardscape/Irrigation

City-Funded
PHASE 2
Dakin Ave (Alley to Church St)
Roadway (pavers, curb & gutter, driveways, etc)
Drainage
Signing/Pavement Marking
ITS (1 EV Charging Station/Infrastructure)
Sproule Ave (Alley to Church St)
Roadway (pavers, curb & gutter, driveways, etc)
Drainage
Signing/Pavement Marking
ITS (Infrastructure for 1 EV charging station)

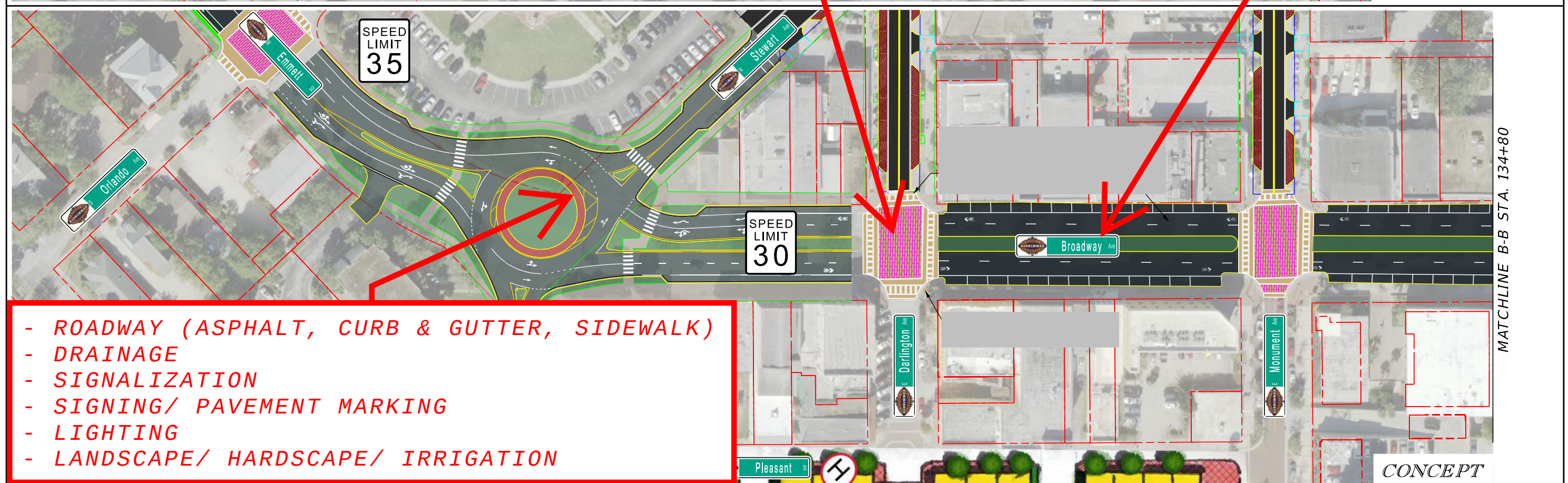
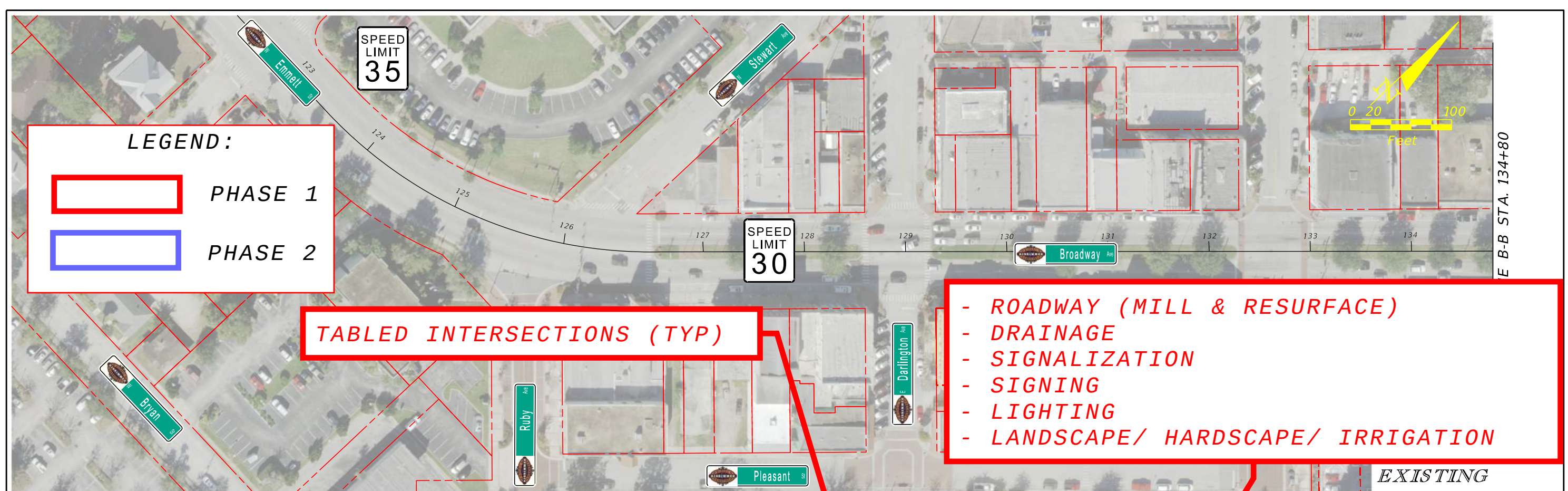


REVISIONS			
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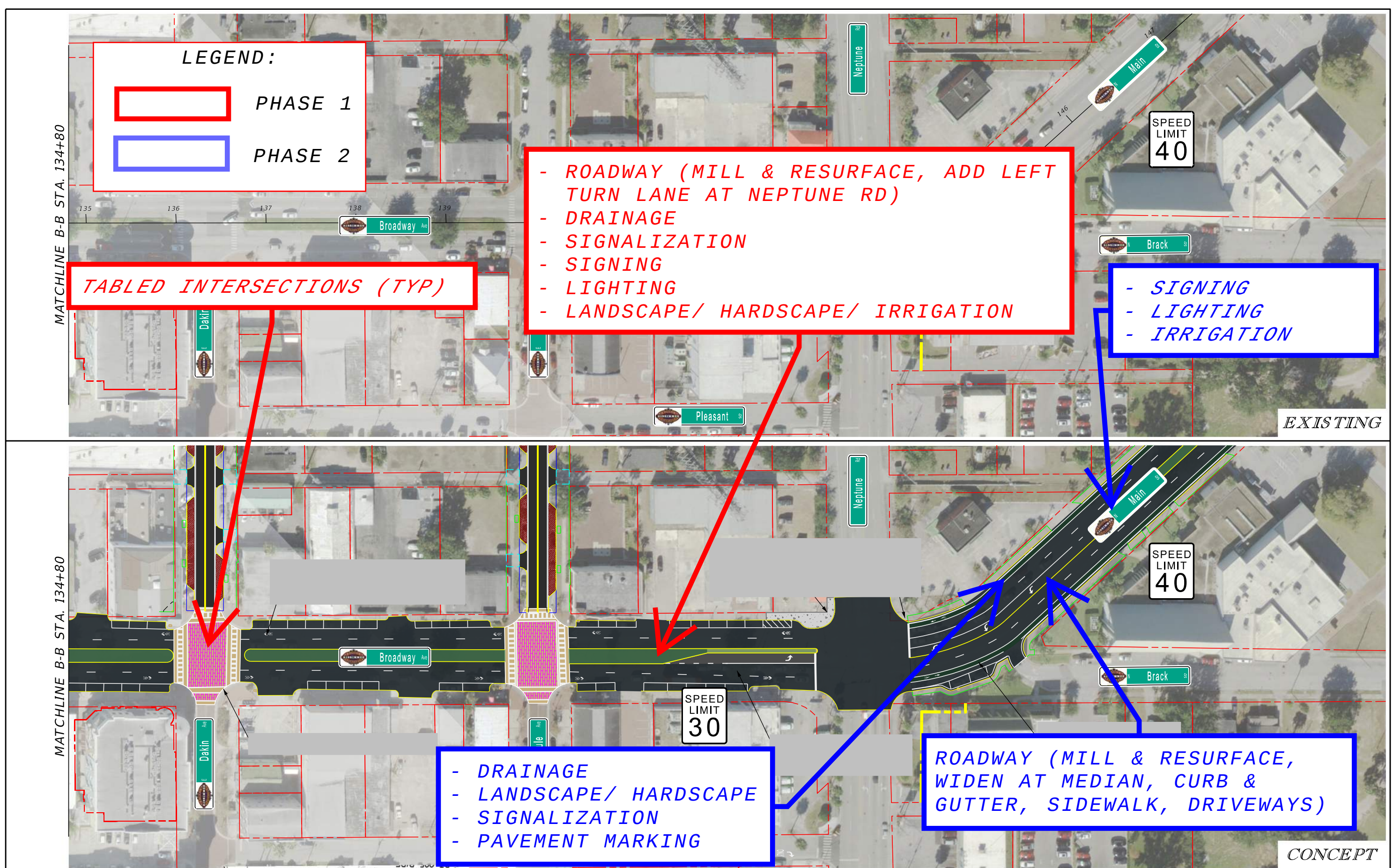
Kimley-Horn and Associates, Inc.
Certificate Of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
3660 Maguire Boulevard, Suite 200
Orlando, Florida 32803

*DOWNTOWN KISSIMMEE
CORRIDOR STUDY*

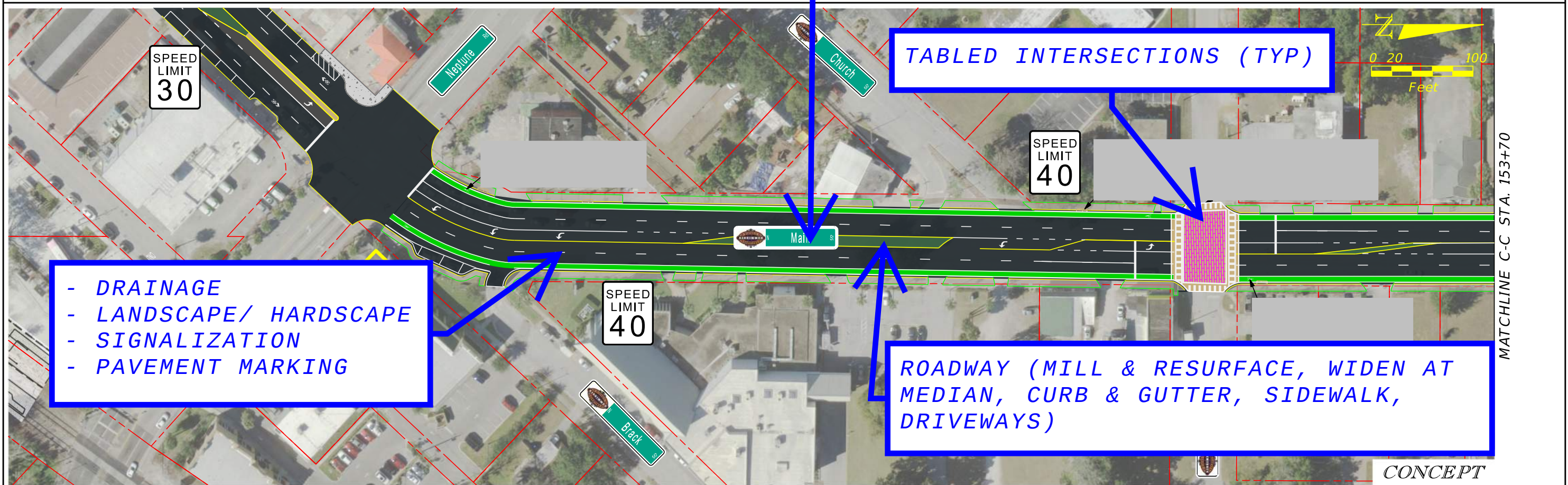
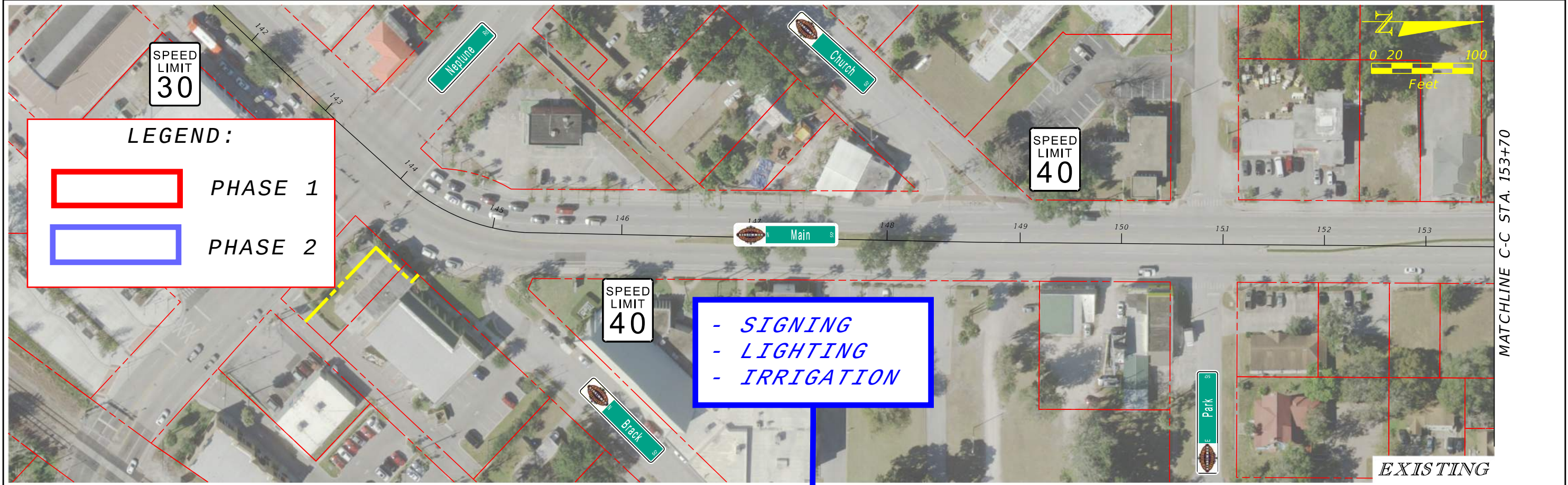
EMMETT ST



REVISIONS				Kimley-Horn and Associates, Inc. Certificate Of Authorization No. 696 Michael R. Woodward, P.E. P.E. License No. 70009 3660 Maguire Boulevard, Suite 200 Orlando, Florida 32803	DOWNTOWN KISSIMMEE CORRIDOR STUDY	EMMETT ST/BROADWAY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				Page 3480 of 538

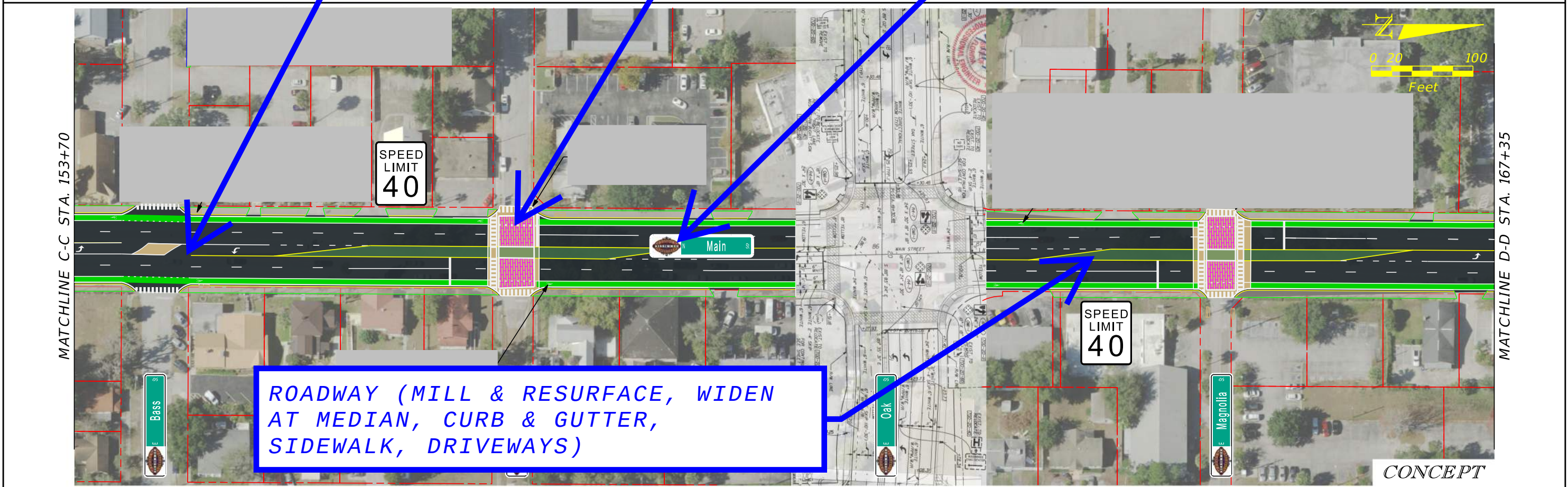
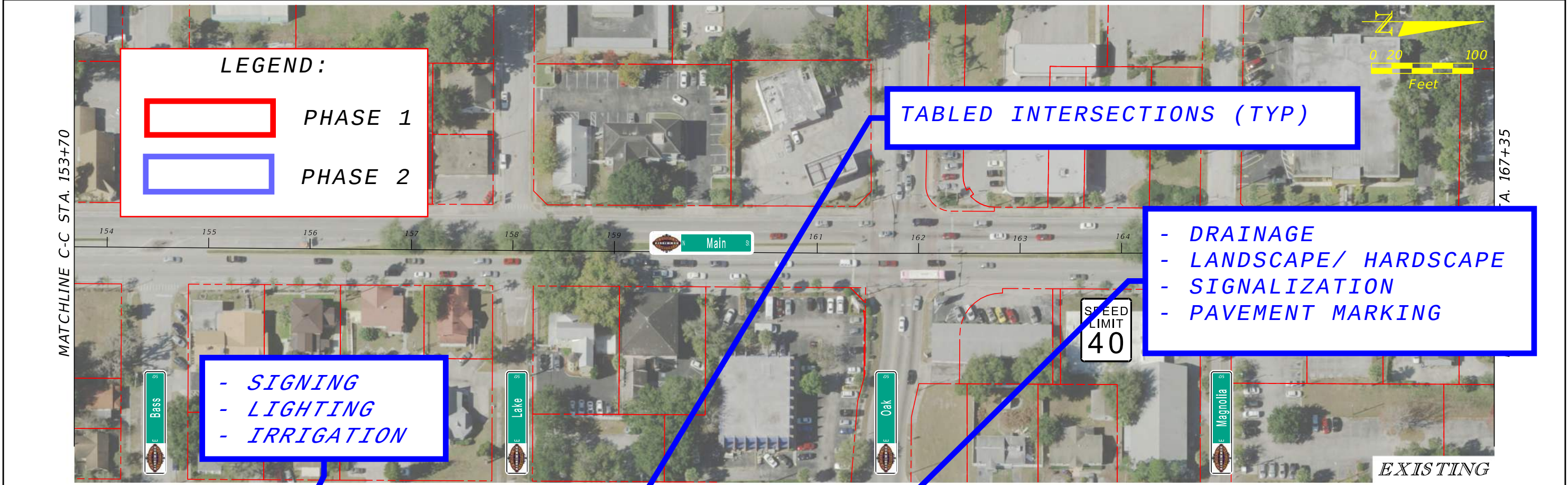


REVISIONS				Kimley-Horn and Associates, Inc. Certificate Of Authorization No. 696 Michael R. Woodward, P.E. P.E. License No. 70009 3660 Maguire Boulevard, Suite 200 Orlando, Florida 32803	DOWNTOWN KISSIMMEE CORRIDOR STUDY	BROADWAY/MAIN ST	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION				

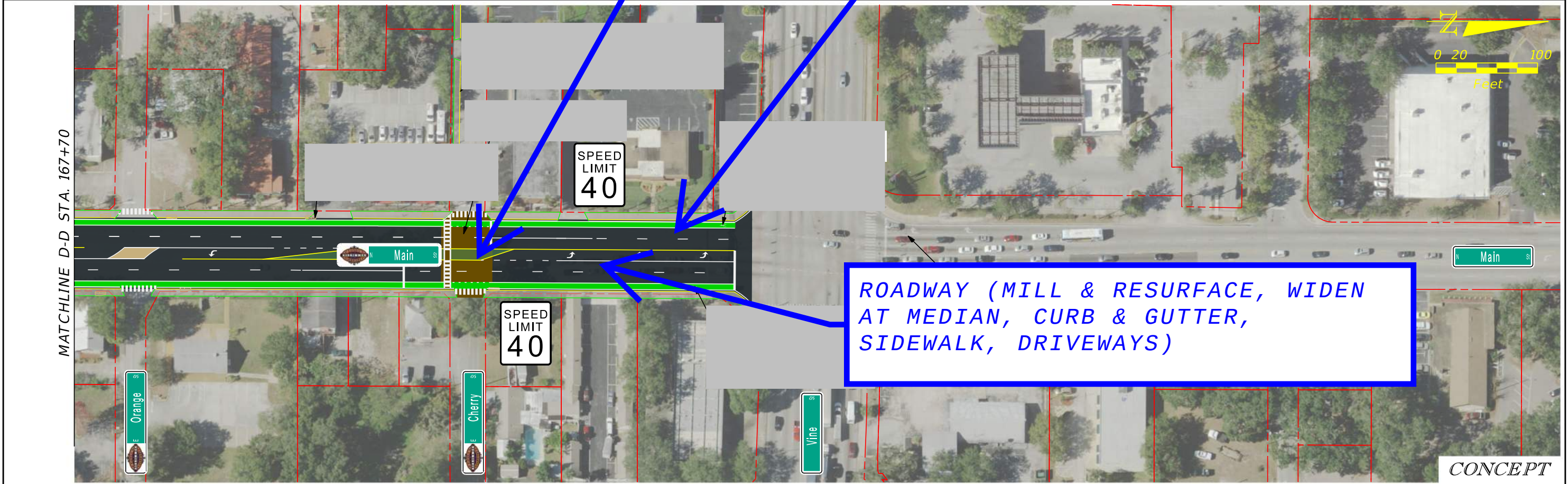
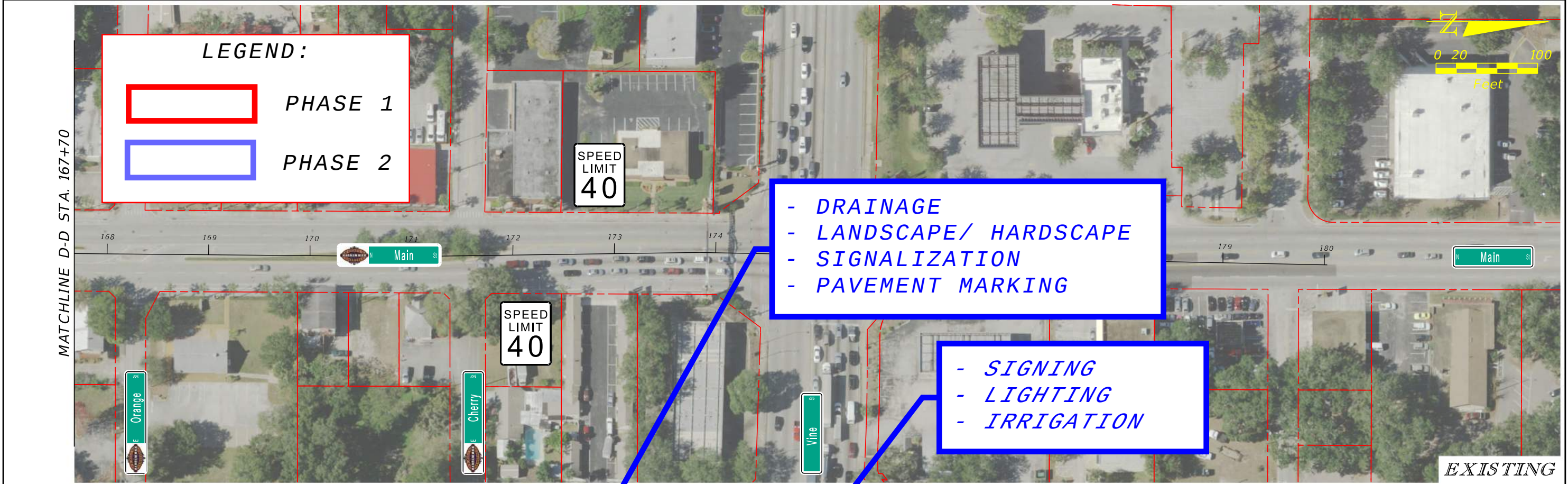


REVISIONS				Kimley-Horn and Associates, Inc. Certificate Of Authorization No. 696 Michael R. Woodward, P.E. P.E. License No. 70009 3660 Maguire Boulevard, Suite 200 Orlando, Florida 32803	DOWNTOWN KISSIMMEE CORRIDOR STUDY	BROADWAY/MAIN ST	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION				

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REVISIONS				Kimley-Horn and Associates, Inc. Certificate Of Authorization No. 696 Michael R. Woodward, P.E. P.E. License No. 70009 3660 Maguire Boulevard, Suite 200 Orlando, Florida 32803	DOWNTOWN KISSIMMEE CORRIDOR STUDY	MAIN ST	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
							Page 483 of 538



REVISIONS				Kimley-Horn and Associates, Inc. Certificate Of Authorization No. 696 Michael R. Woodward, P.E. P.E. License No. 70009 3660 Maguire Boulevard, Suite 200 Orlando, Florida 32803	DOWNTOWN KISSIMMEE CORRIDOR STUDY	MAIN ST	SHEET NO. 7
DATE	DESCRIPTION	DATE	DESCRIPTION				

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LEGEND:

- PHASE 1
- PHASE 2
- PHASE 1/2

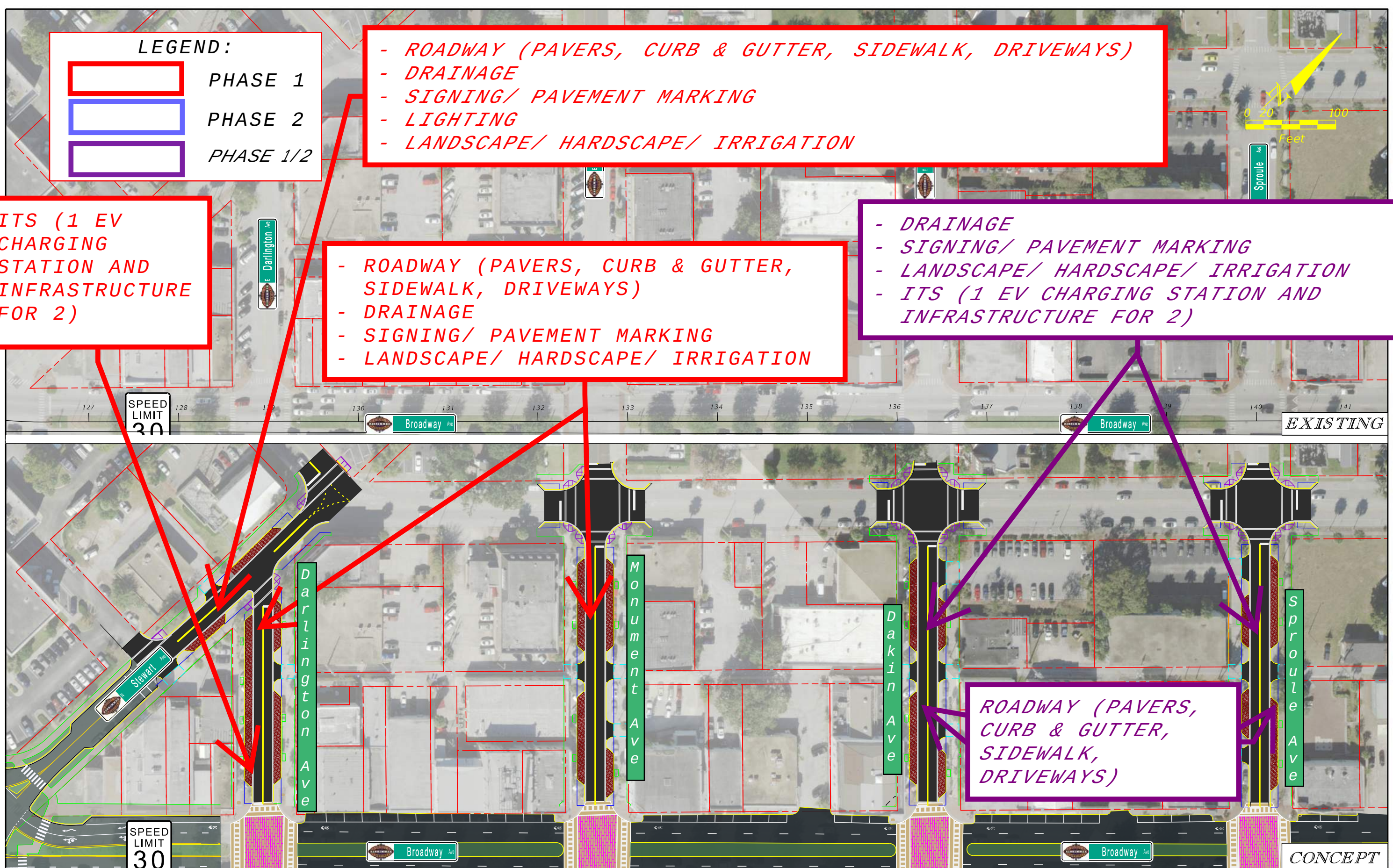
- ROADWAY (PAVERS, CURB & GUTTER, SIDEWALK, DRIVEWAYS)
- DRAINAGE
- SIGNING/ PAVEMENT MARKING
- LIGHTING
- LANDSCAPE/ HARDSCAPE/ IRRIGATION

ITS (1 EV CHARGING STATION AND INFRASTRUCTURE FOR 2)

- ROADWAY (PAVERS, CURB & GUTTER, SIDEWALK, DRIVEWAYS)
- DRAINAGE
- SIGNING/ PAVEMENT MARKING
- LANDSCAPE/ HARDSCAPE/ IRRIGATION

- DRAINAGE
- SIGNING/ PAVEMENT MARKING
- LANDSCAPE/ HARDSCAPE/ IRRIGATION
- ITS (1 EV CHARGING STATION AND INFRASTRUCTURE FOR 2)

ROADWAY (PAVERS, CURB & GUTTER, SIDEWALK, DRIVEWAYS)



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley-Horn and Associates, Inc.
Certificate Of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
3660 Maguire Boulevard, Suite 200
Orlando, Florida 32803

DOWNTOWN KISSIMMEE
CORRIDOR STUDY

SIDESTREETS

SHEET NO.
Page 485 of 538

ITEM 7.L

Purchase of Equipment from Stryker Medical for New Rescue 2024

Request

Approval to purchase equipment from Stryker Medical, Inc., contract # 20240210, to equip the new Rescue unit that will arrive in 2024.

Explanation

The Fire Department has been approved for a new rescue in the FY 2024 budget, project ST2402. Staff is requesting to purchase the following equipment for the rescue from Stryker Medical. This equipment is necessary to stock the new rescue for advanced life support (ALS).

Stretcher, batteries & charger	\$ 36,070.20
Fastening (Lift) systems	\$ 29,593.05
LifePak 15 Monitor, case, batteries & charger	\$ 45,764.50
Lucas CPR device, batteries & charger	\$ 20,307.08
Modem	\$ 1,345.02
Stair Chair	\$ 4,485.79
Shipping	\$ 1,916.56
TOTAL:	\$139,482.20

This will be a sole-source purchase to ensure consistency with equipment that we are currently using in our fleet.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
104-3520-5006494	ST2402			\$139,482.20

Financial Summary:

This equipment was originally budgeted along with the new rescue in project ST2402, 104-3520-5006495. The funds for the purchase of all equipment for the new rescue will need to be transferred from ST2402 account 104-3520-5006495 to project ST2402 account 104-3520-5006494 and 00135203-505255. Therefore, we are also asking Commission to approve adding these account strings to project ST2402, and the transfer of funds from ST2402 to 00135203-505255 for all equipment that is not a capital expense.

Recommendation

Approval of this purchase using funding from project ST2402 as well as approval to set up new account strings for ST2402, and to transfer necessary funding from ST2402 to 00135203-505255.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Stryker Sole-Source Letter
2. (S) Addendum for Stryker Corporation Contract and Quote

October 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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M0000008130 REV AB

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

**ADDENDUM TO STRYKER CORPORATION OF MICHIGAN (HEREINAFTER
"VENDOR") QUOTE #10769139, STANDARD TERMS OF SALE, STRYKER
MEDICAL EMERGENCY CARE WARRANTY AND RETURN POLICY, AND
STRYKER CORPORATION SOFTWARE AND HOSTING TERMS AND CONDITIONS**

The City of Kissimmee's (hereinafter "CITY") purchase pursuant to Vendor's Quote #10769139 (hereinafter "Quote", attached hereto and incorporated herein as Exhibit A , and the Standard Terms of Sale, Stryker Medical Emergency Care Warranty and Return Policy, and Stryker Corporation Software and Hosting Terms and Conditions which may be accessed by web link via the Quote (these documents included the Quote are hereinafter "Vendor's Standard Terms and Conditions"), is conditioned upon the Vendor agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in Vendor's Standard Terms and Conditions, including but not limited to the following two sentences from the Standard Terms of Sale: *"The Agreement and these Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker."*, the provisions in this Addendum will prevail. Collectively, the attached agreements (including other terms or documents or information incorporated by reference) and this Addendum shall be referred to as "this Contract".

- 1. PAYMENT.** CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than forty-five (45) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Kissimmee, Finance Department, 101 Church Street, Kissimmee, Florida 34741.
- 2. 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 and payment for services rendered or products sold, 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.
- 3. LIABILITY.** All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. VENDOR shall not be responsible for any loss or dissemination of CITY'S data or materials unless it results

from VENDOR'S willful misconduct, gross negligence, or negligence.

4. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Osceola County, Florida. The statute of limitations set forth in the Laws of Florida shall apply.
5. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all applicable Federal, State, County and Local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, VENDOR shall act, at its discretion, to prevent threatened damage, injury or loss. VENDOR is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.
6. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties 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, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 101 Church Street, Kissimmee, Florida 34741.
8. **FEDERAL AND STATE TAXES.** The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the VENDOR be authorized to use the CITY'S Tax Exemption Number in securing such materials.
9. **RECORDS LAW.** The CITY is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that VENDOR is acting on behalf of CITY as provided under Section 119.011 (2), VENDOR agrees to also comply with that law, specifically including to:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY to perform the service.
 - b. If the CITY'S Custodian of Records requests records from VENDOR, VENDOR shall provide the CITY'S Custodian of Records with a copy of the requested records or provide CITY with access to inspect public records 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if VENDOR does not transfer the records to the CITY.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the VENDOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a commercially reasonable format. Upon notice to VENDOR of a request to inspect or copy public records relating to a CITY'S contract for services, VENDOR shall provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.

- e. If VENDOR does not comply with the CITY'S request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the CITY.
- f. A VENDOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

- 10. E-VERIFY.** In accordance with Section 448.095, Florida Statutes, VENDOR 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 VENDOR enters into a contract with a subcontractor performing work or providing services on its behalf, VENDOR 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 VENDOR 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. VENDOR 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).

CITY acknowledges that VENDOR may use workers outside the United States, who will not be subject to e-verification.

- 11. SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, VENDOR 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; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If CITY determines, using credible information available to the public, that VENDOR has submitted false certification, CITY shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (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.
- 12. FOREIGN GIFTS AND CONTRACTS.** VENDOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.
- 13. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the CITY cannot give preference to a VENDOR based on the VENDOR'S social, political, or ideological interest.
- 14. PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** VENDOR represents and certifies

that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, VENDOR represents and certifies that VENDOR and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the CITY for the entire duration of this Agreement. If VENDOR is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, VENDOR must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the CITY.

- 15. INDEMNIFICATION.** VENDOR shall, indemnify, hold harmless and defend CITY against any third party claims related to bodily injury or damage to personal property which CITY may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by VENDOR, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of VENDOR; (b) the failure of any person other than an employee or agent of VENDOR to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from VENDOR, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of VENDOR. VENDOR will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof. CITY shall not be liable for, and VENDOR agrees to indemnify CITY against, any liability resulting from injury or illness, of any kind whatsoever, to VENDOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

- 16. NON-DISCRIMINATION.** VENDOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, gender identity, national origin, physical or mental disability, marital status or medical status. VENDOR shall comply with all applicable sections of the Americans with Disabilities Act. VENDOR agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the VENDOR, its successors, transferees, and assignees, for the period during which services are provided. VENDOR further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

- 17. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEE.** In the performance of this Agreement, VENDOR will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of CITY. All employees of VENDOR shall be, at all times, employees of VENDOR under its sole discretion, and not an employee or agent of CITY. VENDOR shall provide competent employees. CITY may require VENDOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on CITY property is not in the best interest of CITY.

- 18. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected VENDOR.

- 19. PUBLIC ENTITY CRIMES.** In accordance with the Public Entity Crimes Act (§287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime, may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- 20. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.
- 21. DISCRIMINATORY VENDOR LIST.** VENDOR hereby acknowledges its continuous duty to disclose to the CITY if VENDOR or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."
- 22. CONFIDENTIALITY.** VENDOR understands that CITY is a public entity subject to the public records laws of the State of Florida. VENDOR shall identify specifically any information contained in this Contract or that CITY receives from VENDOR during the term of this Contract, which VENDOR considers confidential and/or proprietary and which VENDOR believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Contract or other information that CITY receives from VENDOR during the term of this Contract detailing what provisions, if any, VENDOR believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. VENDOR will upon the request of CITY, at CITY'S discretion, defend CITY and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to VENDOR'S designation of material as confidential or exempt from public disclosure. VENDOR shall indemnify and hold harmless CITY and its employees, advisors, agents and

elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to VENDOR'S designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude CITY from exercising its own judgment regarding the disclosure of records and CITY may take any action that CITY in good faith believes is necessary for CITY to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

23. NO PURCHASE MONEY SECURITY INTEREST IN FAVOR OF VENDOR. VENDOR shall not retain a purchase money security interest in any Products sold under this Contract. However, VENDOR shall be entitled to the return of Products, in the event moneys due to VENDOR for Products are not paid in full by CITY pursuant to the terms of this Contract.

24. DELIVERY, TITLE, AND RISK OF LOSS. Products will be shipped F.O.B. Destination, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to CITY upon delivery of the Products to the delivery address specified in the Quote.

25. REIMBURSEMENT OF TRAVEL EXPENSES. CITY'S reimbursement of VENDOR for any reasonable travel expenses, including meals, lodging, and transportation, actually incurred in connection with this Contract shall be limited to the permissible amounts for those travel expenses set forth in in Florida Statutes section 112.061.

IN WITNESS WHEREOF, the parties set forth above have set their hand and seal.

CITY:

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Olga Gonzalez,
Mayor

Date: _____

VENDOR:

Stryker Sales, LLC through its Medical Division

By: _____
Name: Jennifer N Collins
(As Authorized Agent)

Date: 01/26/2024

Title of Attached Agreement: Stryker Corporation Quote #10769139, Standard Terms of Sale, Stryker Medical Emergency Care Warranty and Return Policy, and Stryker Corporation Software and Hosting Terms and Conditions

EXHIBIT A

PRICE QUOTE, ORDER FORM AND WORK ORDER



New Rescue - Kissimmee

Quote Number: 10769139

Version: 1

Prepared For: KISSIMMEE FIRE DEPT STATION 11

Attn:

Rep: Justin Pence

Email: justin.pence@stryker.com

Phone Number: (269) 377-3327

GPO: SAVVIK

Quote Date: 12/07/2023

Expiration Date: 01/30/2024

Contract Start: 08/25/2023

Contract End: 08/24/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	KISSIMMEE FIRE DEPT STATION 11	Name:	KISSIMMEE FIRE DEPT STATION 11	Name:	CITY OF KISSIMMEE FIRE DEPT
Account #:	20096005	Account #:	20096005	Account #:	20062970
Address:	343 N CLYDE AVE	Address:	343 N CLYDE AVE	Address:	101 CHURCH ST
	KISSIMMEE		KISSIMMEE		KISSIMMEE
	Florida 34741-5104		Florida 34741-5104		Florida 34741-5054

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$32,398.80	\$32,398.80
2.0	650707000002	Lithium-Ion Battery	PCE	1	\$921.33	\$921.33
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	\$30.45	\$30.45
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	\$1,318.92	\$1,318.92
5.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	PCE	1	\$29,593.05	\$29,593.05
6.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	PCE	1	\$40,718.14	\$40,718.14
7.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
8.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	PCE	1	\$0.00	\$0.00
9.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	PCE	1	\$0.00	\$0.00
10.0	11577-000004	Station Battery Charger - For the LP15	PCE	1	\$1,999.89	\$1,999.89
11.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	3	\$490.86	\$1,472.58
12.0	11996-000519	LNCS-II rainbow◆DCI 8? SpCO, Adult Reusable Sensor	PCE	1	\$730.15	\$730.15
13.0	11996-000456	RD SET DCI, 3ft. Adult Reusable Sensor, 1/box	PCE	1	\$343.40	\$343.40



New Rescue - Kissimmee

Quote Number: 10769139

Version: 1

Prepared For: KISSIMMEE FIRE DEPT STATION 11

Attn:

Rep: Justin Pence

Email: justin.pence@stryker.com

Phone Number: (269) 377-3327

GPO: SAVVIK

Quote Date: 12/07/2023

Expiration Date: 01/30/2024

Contract Start: 08/25/2023

Contract End: 08/24/2024

#	Product	Description	U/M	Qty	Sell Price	Total
15.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$349.92	\$349.92
16.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$61.62	\$61.62
17.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$88.80	\$88.80
18.0	6252000000	Stair-PRO Model 6252	PCE	1	\$4,485.79	\$4,485.79
18.1	6252009001	Stair-Pro Operations Manual	PCE			
18.2	6250001162	In-Service Video (DVD)	PCE			
18.3	6252026000	Common Components	PCE			
18.4	6250021000	2 Piece ABS Panel Seat	PCE			
18.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)	PCE			
18.6	6252022000	Main Frame Assy Option	PCE			
18.7	6250024000	Standard Length Lower LiftHandles	PCE			
18.8	6252027000	Footrest Option	PCE			
18.9	6252024000	No IV Clip Option	PCE			
19.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$17,212.90	\$17,212.90
20.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	1	\$1,244.00	\$1,244.00
21.0	11576-000071	LUCAS External Power Supply	PCE	1	\$388.68	\$388.68
22.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	2	\$730.75	\$1,461.50
Equipment Total:						\$134,819.92

ProCare Products:



New Rescue - Kissimmee

Quote Number: 10769139

Version: 1

Prepared For: KISSIMMEE FIRE DEPT STATION 11

Attn:

Rep: Justin Pence

Email: justin.pence@stryker.com

Phone Number: (269) 377-3327

GPO: SAVVIK

Quote Date: 12/07/2023

Expiration Date: 01/30/2024

Contract Start: 08/25/2023

Contract End: 08/24/2024

#	Product	Description	Qty	Sell Price	Total
23.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 11/04/2023 - 11/03/2030 √ Smart Equip. Management	1	\$1,400.70	\$1,400.70
ProCare Total:					\$1,400.70

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
14.0	11996-000471	4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)	1	\$1,345.02	\$1,345.02
Data Solutions Total:					\$1,345.02

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,916.56
Grand Total:	\$139,482.20

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



New Rescue - Kissimmee

Quote Number: 10769139
Version: 1
Prepared For: KISSIMMEE FIRE DEPT STATION 11
Attn:

Rep: Justin Pence
Email: justin.pence@stryker.com
Phone Number: (269) 377-3327

GPO: SAVVIK
Quote Date: 12/07/2023
Expiration Date: 01/30/2024
Contract Start: 08/25/2023
Contract End: 08/24/2024

PENDING APPROVAL

ITEM 8.A

Request by Fernando Homs to waive or reduce Code Enforcement liens for 2046 Valencia Circle

Request

Fernando Homs requested the waiver or reduction of Code Enforcement liens totaling \$8,800.00 on 2046 Valencia Circle.

Explanation

Fernando Homs, owner of 2046 Valencia Circle, requests the City Commission consider waiving or reducing three Code Enforcement liens for work without permits totaling \$8,800.00. Mr. Homs is claiming that the City caused delays in permitting that resulted in the fines and resulting liens on the property. Mr. Homs outlined these delays in his December 5, 2022 letter, which is attached. The responses in red are from Craig Holland, Development Services Director.

It should be noted:

1. Mr. Homs was given several extensions prior to the cases going to the Special Magistrate where he was found guilty and assigned daily fines. The initial violations were issued in November/December 2021 and the cases were not scheduled for Special Magistrate until May 9, 2022, five (5) months after the initial violations were issued.
2. The Special Magistrate's order gave Mr. Homs ninety (90) days after the hearing to come into compliance before the fines were assessed. Mr. Homs submitted applications for variances with the Board of Adjustment seventy-nine (79) days after the hearing. Staff granted an additional seventy (70) days before fines would commence to give time for consideration of the variance applications, which Mr. Homs later withdrew.
3. All City permit reviews were completed within the City's permit review timeframes, with comments for each round issued prior to the deadlines.
4. Several of the revised plans Mr. Homs submitted in response to the City's plan review comments did not adequately address the comments, causing the need for additional rounds of review that resulted in delays not caused by the City.
5. Mr. Homs constructed a fourth structure without permits in 2022 after being cited for construction without permits on three structures in 2021 at the address in question.

The Code Enforcement Special Magistrate Findings of Fact are attached to the agenda item.

Staff has not found any hardship or justification to reduce or waive the fines and subsequent liens and believes that Mr. Homs was given every opportunity to come into compliance and avoid fines.

Recommendation

The request to waive or reduce Code Enforcement liens for 2046 Valencia Circle does not include sufficient justification or existence of a hardship as normally required to grant such requests.

REQUESTED CITY COMMISSION ACTION:

Deny

Department: Development Services

Presenter: Craig Holland

Attachment(s):

City of Kissimmee

1. Request by Homs to have liens waived or reduced November 8 2023
2. Homs letter disputing Code Enforcement cases with Staff responses December 5 2022
3. Lien amount report City Clerk December 11 2023
4. Minutes - Special Magistrate Hearing - MAY 09 2022
5. Claim of Lien - 2046 Valencia Circle - Fernando Homs - BZ-21-0007, 00010, 00017 (10-05-2023)
6. 2046 Valencia Cir - Homs - CE-BZ-21-00007 FOF and ORDER
7. 2046 Valencia Cir - Homs - CE-BZ-21-00010 FOF and ORDER
8. 2046 Valencia Cir - Homs - CE-BZ-21-00017 FOF and ORDER
9. Homs Photo backyard
10. Homs Photo Before construction
11. Homs Photo garage addition
12. Homs Photo pool

Craig Holland

From: Mike Steigerwald
Sent: Tuesday, January 23, 2024 1:40 PM
To: Craig Holland
Subject: FW: 2046 Valencia - Liens

This was his written request to me. He was claiming that there were delays with the permitting process, which I found through my research not to be the case.

From: Fernando Homs <fernando@fernandohoms.com>
Sent: Wednesday, November 8, 2023 10:24 AM
To: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>
Cc: Fernando Homs <fernando@fernandohoms.com>
Subject: 2046 Valencia - Liens

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good Morning Mike,

Thank you for taking from your time to meet with me in regards my situation with 2046 Valencia where I applied for variance and was denied, to me later on submitting plans and permits that got approved, and passed inspections. There was a delay when approving and passing inspection from the city but everything was complying and now I am getting liens put in my property. When you and I had talked previously, you had mentioned you would help me if it came down to, so I am asking for your help in this matter.

Best Regards,



FERNANDO HOMES

4601 Neptune Rd, St Cloud FL 34769
O 407.449.0000 | Cell 407.873.9370
fernando@fernandohoms.com

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Response to letter dated December 5, 2022

Fernando Homs

4601 Neptune Road, St. Cloud, FL 34769 fernando@fernandohoms.com Ph. 407-873-9370

All Reponses in Red.

December 05, 2022

Development Services Department/Building Division
City of Kissimmee
101 Church Street
Kissimmee, FL. 34741-5054
Ph: 407-518-2129 Fax: 407-518-2147

Subject 2046 Valencia Cir.
Kissimmee, FL 34741

Case CE-22-01110 Carport like structure built near rear of the property without a permit.

- Please note in my previous e-mail, I referred to the wrong case number.
- The Compliance date set by the Magistrate was Nov 11, 2022.
- You provided a photo dated September 2, 2022, showing the structure in compliance.
- The Magistrate meeting was September 12, 2022, at this meeting you did not communicate the structure was in compliance.
- Fines began running on November 11, 2022, again you made no effort to communicate the structure was in compliance.
- I have already issued an e-mail saying no fines will be charged for this case. I will honor that determination.
- If you have received any invoices for case CE-22-01110, you can ignore the invoices.
- **Case Closed.**
- **No additional information or determination needed. Cased closed, no fines.**

Case 21-00007 addition on one side of house without a permit

- On May 9, 2022, Magistrate issued an order that a permit must be issued for the addition within 90 days.
- On July 27, 2022, you filed a Board of Adjustment application.
 - Pausing the 90-day clock for compliance.
- **MSR-22-0902 (Applied for on 9/21/2022)**
- **1st review – start date 10/3/2022 – Due date 10/17/2022 – Completion date 10/10/2022**
 - **Comments released and email notification sent on 10/10/2022**
 - **Toggle to allow CSS upload turned on – 10/10/2022 at 3:43pm**

- Applicant uploaded 10/26/2022 at 1:08pm
- Oct. 5, 2022, you pulled your Board of Adjustment application
 - 90-day clock resumes.
- Fines start running on Oct. 17, 2022.
- 2nd review – start date 10/28/2022 – Due date 11/14/2022 – Completion date 10/28/2022
 - Comments released and email notification sent on 10/28/2022
 - Toggle to allow CSS upload turned on – 10/28/2022 at 2:49pm
 - Applicant uploaded 10/28/2022 at 4:19pm
- 3rd review – start date 10/29/2022 – Due date 11/14/2022 – Completion date 10/31/2022
 - Comments released and email notification sent on 10/31/2022
 - Toggle to allow CSS upload turned on – 10/31/2022 at 12:40pm
 - Applicant uploaded 11/10/2022 at 8:14am
- 4th review – start date 11/15/2022 – Due date 12/01/2022 – Completion date 11/16/2022
 - Comments released and email notification sent on 11/16/2022
 - Toggle to allow CSS upload turned on – 11/16/2022 at 12:18pm
 - Juan F uploaded plans in place of applicant on 11/23/2022 at 1:17pm
- 5th review – start date 11/23/2022 – Due date 12/09/2022 – Completion date 11/23/2022
- Permit for the addition was issued on Nov. 28, 2022.
- **Case closed**
- Daily fines were assessed from Oct. 17, 2022, to Nov. 27, 2022
 - You will be receiving an invoice for these fines in the next few weeks.
 - Unpaid fines are lien against the property after 90 days.
 - Application for permit was submitted 5 months after Magistrate made determination.
 - Applicant uploaded comments on 5 separate occasions with no issue.
 - Any time an issue was reported to the Building Division, staff assisted by uploading comments for applicant.
 - Five reviews for a simple residential permit are unheard of, three reviews are considered excessive.
 - Several times, the applicant uploaded the same information as previously submitted, not changing, or providing information needed for review, resulting in additional reviews.

Case-21-00017 addition on other side of house without a permit

- On May 9, 2022, Magistrate issued an order that a permit must be issued for the addition within 90 days.
- On July 27, 2022, you filed a Board of Adjustment application.
 - Pausing the 90-day clock for compliance.
- MSR-22-0902 (Applied for on 9/21/2022)
- 1st review – start date 10/3/2022 – Due date 10/17/2022 – Completion date 10/10/2022
 - Comments released and email notification sent on 10/10/2022
 - Toggle to allow CSS upload turned on – 10/10/2022 at 3:43pm
 - Applicant uploaded 10/26/2022 at 1:08pm
- Oct. 5, 2022, you pulled your Board of Adjustment application
 - 90-day clock resumes.
- Fines start running on Oct. 17, 2022.
- 2nd review – start date 10/28/2022 – Due date 11/14/2022 – Completion date 10/28/2022
 - Comments released and email notification sent on 10/28/2022
 - Toggle to allow CSS upload turned on – 10/28/2022 at 2:49pm
 - Applicant uploaded 10/28/2022 at 4:19pm

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 - Comments released and email notification sent on 11/16/2022
 - Toggle to allow CSS upload turned on – 11/16/2022 at 12:18pm
 - Juan F uploaded plans in place of applicant on 11/23/2022 at 1:17pm
- 5th review – start date 11/23/2022 – Due date 12/09/2022 – Completion date 11/23/2022
- Permit for the addition was issued on Nov. 28, 2022.
- **Case closed**
- Daily fines were accessed from Oct. 17, 2022, to Nov. 27, 2022
 - You will be receiving an invoice for these fines in the next few weeks.
 - Unpaid fines are lien against the property after 90 days.
 - Application for permit was submitted 5 months after Magistrate made determination.
 - Applicant uploaded comments on 5 separate occasions with no issue.
 - Any time an issue was reported to the Building Division, staff assisted by uploading comments for applicant.
 - Five reviews for a simple residential permit are unheard of, three reviews are considered excessive.

Several times, the applicant uploaded the same information as previously submitted, not changing, or providing information needed for review, resulting in additional reviews.

Case-21-00010 pool without a permit

- On May 9, 2022, Magistrate issued an order that a permit must be issued for the addition within 90 days.
- On July 27, 2022, you filed a Board of Adjustment application.
 - Pausing the 90-day clock for compliance.
- Permit MSR-22-0906 applied for on 09/21/2022
- 1st review – start date 10/03/2022 – Due date 10/17/2022 – Completion 10/10/2022
 - Comments released and email notification sent on 10/10/2022
 - Toggle to allow CSS upload turned on – 10/10/2022 11:49am
- Oct. 5, 2022, you pulled your Board of Adjustment application
 - 90-day clock resumes.
- Fines start running on Oct. 17, 2022.
- 2nd review applicant uploaded on 10/26/2022 1:14 pm
- Permit for the addition was issued on Nov. 2, 2022.
- Case closed.
- Daily fines were accessed from Oct. 17, 2022, to Nov. 1, 2022
 - You will be receiving an invoice for these fines in the next few weeks.
 - Unpaid fines are lien against the property after 90 days.
 - Application for permit was submitted 5 months after Magistrate made determination.
- No indication of failed attempts to upload information to the system.

RESPONSE TO CASES 21-00007, 21-00017, AND 21-00010:

- **ONCE RECIVED THE NOTIFICATION WE WENT TO THE CITY TO FIND OUT ABOUT REQUIREMENTS.**

- WE PROCEED TO FILE THE ENGINEERING PLANS AND SUBMIT THE PERMIT'S APPLICATION. Five months after the Magistrate made the ruling that the property was in violation.
- WE FACED DELAYS DUE TO PORTAL ISSUES TO UPLOAD PLANS. Staff has stated anytime you had trouble uploading information you called, and staff assisted.
- APPLICATION WAS DENIED DUE TO SETBACKS AND IMPERVIOUS AREAS. This often happens when structures are built without permits.
- WE SUBMITTED A VARIANCE DATED 07/27/2022, VAR-22-0008, PAID FEE \$3,148.93 WITH ORDER NUMBER 8016.
- VARIANCE WAS DENIED. Variance was not denied, it received a Recommendation for Denial by staff. The variance never went to the Board of Adjustment for a formal denial.
- WE WENT BACK TO THE CITY TO FIND OUT THE OPTIONS WE HAVE TO COMPLY WITH THE REQUIREMENTS. You have been told since the Notice of Violation has been issued, the two options were:
 - Remove the structures completely.
 - Alter the structures to meet setbacks.

You choose to file a Board of Adjustment variance that you were told by both the City Manager and the Development Services Director, a variance had no hardship and could not be passed by the Board of Adjustment.
- OPTIONS THE CITY GAVE US: SUBMIT NEW ENGINEERING PLANS WITH NEW SETBACKS AND IMPERVIOUS AREAS. Option number 2 in previous bullet point.
- CURRENTLY SURVEY WAS REQUIRED BY THE CITY. OUR PROVIDER LAST 3-4 WEEKS TO GIVE US THIS DOCUMENT, WHICH CAUSED AN ADDITIONAL DELAY TO THE PROCCES, THAT WE DIND'T HAVE ANY CONTROL OVER IT. The City also doesn't have any control over this.

- WE SUBMITTED NEW ENGINEERING PLANS AS REQUIRED.
- ENGINEERING PLANS WERE APPROVED:
 - RESIDENTIAL POOL
 - MSR-22-0906
 - APPLIED DATE 09/21/2022
 - ISSUED DATE 11/02/2022
 - RESIDENTIAL ACCESORY STRUCTURE
 - MSR-22-0902
 - APPLIED DATE 09/21/2022
 - ISSUED DATE 11/28/2022
 - NOTE: CURRENTLY CITY OF KISSIMMEE PORTAL HAS ISSUES THAT HAD CAUSED DELAYS TO THIS PROCCESS. AS OF TODAY, THE PORTAL ONLY SHOWS SHEETS S02 AND S03 OUT OF 8 SHEETS THAT WERE SUBMITTED, SO SHEETS C01, C02, C03, C04, A01, AND S01 ARE MISSING. IN ORDER TO PRINT OUT THE ENTIRE PACKAGE OF ENGINEERING PLANS WE WENT TO THE CITY OF KISSIMMEE AND THEY TOLD US THAT THE SYSTEM ERASED THESE 6 SHEETS THAT ARE MISSING AND THAT WE NEED TO UPLOAD THEM ONE MORE TIME TO BE STAMPED BY THE CITY. **Addressed above.**

AS YOU CAN SEE, FROM DAY ONE WE HAVE TAKEN ALL THE NECCESARY STEPS TO COMPLY WITH THE CITY REQUIREMENTS AND TO CORRECT THE SETBACKS AND IMPERVIOUS AREAS. ALSO NOTE THAT THE PROCCESS BETWEEN FIRST ENGINEERING PLANS, VARIANCE AND NEW FINAL PLANS SUBMITTAL TOOK LONGER THAN THE TIME FRAME THAT WAS GRANTED BY THE CITY FOR US TO COMPLY WITH REQUIREMENTS, DUE TO CITY PROTOCOLS AND CITY PORTAL ISSUES.

- **You and your contracted failed to apply for and get permits on day one.**
- **Only after receiving a judgement by the City's Code Enforcement Magistrate did, you take action to resolve the issue.**
- **Keep in mind, once the Variance application was submitted, the 90-day compliance deadline was paused for resolution of the Variance process. It restarted once you withdrew your application.**
- **You had the ability to go back to the magistrate and request more time to complete the process.**

WE KINDLY REQUEST THAT THESE CASES ARE REVIEWED SO WE DON'T HAVE TO PAY THESE PENALTY FEES. WE WILL GREATLY APPRECIATE A PROMPT RESPONSE TO THESE CASES SO WE CAN START TO MAKE THE NECCESARY CORRECTIONS AS SOON AS POSSIBLE.

- **No evidence has been provided to show fines should be reduced or waived.**
- **The fines have no bearing on the corrections required to bring the property in compliance. You should have begun this work as soon as the permits were issued.**

WE REMAIN AT YOUR ORDER FOR FURTHER INFORMATION.

FERNANDO HOMES
OWNER

Craig Holland

From: Mike Steigerwald
Sent: Tuesday, January 23, 2024 1:36 PM
To: Craig Holland
Subject: FW: CE Liens for 2046 Valencia Circle

FYI

From: Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>
Sent: Monday, December 11, 2023 2:37 PM
To: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>
Cc: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Subject: RE: CE Liens for 2046 Valencia Circle

Mike – below is the current balances on the property broken down by case, for a total owed of \$8,800 per finance.

Case #	Inv #	Amount	Inv #	Amount	Inv #	Amount	Inv #	Amount	Inv #	Amount	Grand Total
CE-BZ-0007	4359	\$ 100.00	4372	\$ 700.00	4399	\$ 700.00	4716	\$ 1,800.00			\$ 3,300.00
CE-BZ-0010	4358	\$ 100.00	4373	\$ 700.00	4400	\$ 700.00					\$ 1,500.00
CE-BZ-0017	4357	\$ 100.00	4374	\$ 700.00	4401	\$ 700.00	4515	\$ 700.00	4719	\$ 1,800.00	\$ 4,000.00
											\$ 8,800.00

From: Tameara Crespo
Sent: Monday, December 11, 2023 11:07 AM
To: Mike Steigerwald <mike.steigerwald@kissimmee.gov>
Cc: Olga Sanchez de Fuentes <olga.sanchezdefuentes@kissimmee.gov>
Subject: RE: CE Liens for 2046 Valencia Circle

Good morning!

Attached is a copy of the original recorded lien, the letter mailed to the property owner and the special magistrate agenda and minutes where the cases were heard on May 9, 2022. I've also included a drop box link for you to access the special magistrate audio recording for that meeting. You can skip to 11 minutes and 15 seconds, that's roughly the start of case review with the Magistrate.

If you need the complete code files, I can have Shawnta scan and email them over to me for your review.

https://www.dropbox.com/scl/fi/nozoz3vo7o9j3fywh8ic9/2022_05_09-CEM.wav?rlkey=ba9s9u9g9umri2k17u4ckx31c&dl=0

Tameara

From: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>
Sent: Monday, December 11, 2023 10:54 AM
To: Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>
Cc: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Subject: CE Liens for 2046 Valencia Circle

Good morning Tameara, Fernando Homs has filed a request to me on 11/8/23 seeking consideration of a reduction of his liens for the following CE Cases:

CE-BZ-0010
CE-BZ-0007
CE-BZ-0017

His claim is tied to the length of time it took the city to review the permits involving each of the cases. Please forward me any information you have on these liens so I can make a determination on this request. Thanks!

Mike Steigerwald, AICP, ICMA-CM
City Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741
407.518.2300 desk
407.846.8369 fax
mike.steigerwald@kissimmee.gov



**CITY OF KISSIMMEE CODE ENFORCEMENT SPECIAL MAGISTRATE
MINUTES OF THE MAY 9, 2022 MEETING
101 CHURCH STREET – CITY HALL COMMISSION CHAMBERS (1st Floor)**

A. CALL TO ORDER

The meeting of the Code Enforcement Special Magistrate of the City of Kissimmee, Florida was called to order at 1:02 P.M. in the City Hall Commission Chambers by Special Magistrate Cliff Shepard.

Staff Present:

Special Magistrate, Clifford Shepard
Clerk to the Special Magistrate, Tameara Crespo
Deputy City Attorney, Kalanit Oded
Chief Code Enforcement Officer, Mark Vazquez
Code Officer, Carlos Risper
Code Officer, Mark Stroop
Code Officer, Will Cruz

B. SWEARING IN

C. APPROVAL OF MINUTES FOR THE APRIL 11, 2022, HEARING. The April 11, 2022 minutes were approved by the Special Magistrate.

D. CASES

1. Case: CE-22-00402

Property Owner: Clarisvel Ochoa
Property Address: 1730 Oak Breeze Avenue
Parcel No.: 11-25-29-1811-0001-0080
Violation: City Municipal Code #9-251 – *Building Permits*

City Presentation: Officer Will Cruz presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. Upon inspection of the Property, staff identified an unpermitted backyard patio on the Property. As of today's date, the Property remains non-compliant without a valid City-issued building permit.

Recommendations: Staff recommended that Respondent be given sixty (60) days to come into compliance by obtaining a valid building permit for the structure at the rear of the property. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$100.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

Respondent: Maylin Calzailla was present as the tenant of the Property and submitted

documentation to the Special Magistrate for review.

Special Magistrate Comments: Special Magistrate Shepard reviewed the documentation and concluded the documents were related to Osceola County, which had no bearing on the City's code enforcement hearing. Mr. Shepard clarified that Ms. Calzailla was not legally authorized to represent the Property owner without a power of attorney or affidavit stating otherwise.

City Comments: Officer Vazquez confirmed that only a property owner or a licensed contractor can pull a permit, and tenants cannot. Due to Ms. Calzailla's inability to represent the Property owner, the City proposed to offer a ninety (90) day compliance date in lieu of continuation of the case.

Action: Special Magistrate Shepard found there was a violation of **City Municipal Code #9-251 – Building Permits** and ordered the Property to come into compliance in ninety (90) days, August 8, 2022, or a daily fine of \$100.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be considered a repeat violation.

2. Case: CE-BZ-21-00007

Property Owner: Fernando Homs
Property Address: 2046 Valencia Circle
Parcel No.: 20-25-29-1875-0001-0050
Violation: City Municipal Code #9-251 – *Building Permits*

City Presentation: Officer Carlos Risper presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. An inspection of the Property revealed an unpermitted garage was attached to the front of the residence. A permit was applied for and subsequently disapproved. As of today's date, the Property remains non-compliant without a valid City-issued building permit.

Recommendations: Staff recommended that Respondent be given sixty (60) days, until July 8, 2022, to come into compliance by removing the new addition or obtaining a building permit from the City for the unpermitted structure. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$100.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

Respondent: Mr. Fernando Homs was present to speak as the property owner and testified that as soon as he was made aware of the violation, he notified the contractor he was working with. He is attempting to come into compliance but is running into set back and variance issues.

City Comments: The City's Building Official, Lewis Martinez, testified that after a roof inspection he noticed the non-conforming structure on the property (an additional garage). He stated that the planning department determines the variance issues and not code enforcement. Officer Vazquez provided proof of the most recent permit disapproval containing seven (7) additional outstanding requirements that needed to be addressed in order to receive a permit for the structure. Staff could not provide a conclusive time frame for the variance approval or

disapproval process when asked by the Special Magistrate. Deputy City Attorney Oded clarified to the Respondent that if he sought to request an extension on time to come into compliance, today would be the time.

Special Magistrate Comments: Special Magistrate Shepard simplified to the Respondent that if the variance did not get approved, then he would be required to tear down the structure. The Respondent acknowledged.

Action: Special Magistrate Shepard found there was a violation of **City Municipal Code #9-251 – Building Permits** and ordered the Property to come into compliance in ninety (90) days, August 8, 2022, or a daily fine of \$100.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be considered a repeat violation.

3. Case: CE-BZ-21-00009

Property Owner: Fernando Homs
Property Address: 2046 Valencia Circle
Parcel No.: 20-25-29-1875-0001-0050
Violation: City Municipal Code #9-251 – *Building Permits*

City Presentation: Officer Carlos Risper presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. An inspection of the property revealed a fence motor installed upon the Property. As of today's date, the Property remains non-compliant without a valid City-issued building permit.

Recommendations: Staff recommended that Respondent be given sixty (60) days, until July 8, 2022, to come into compliance by removing the motor connected to the fence or obtaining the required permit for the installation. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$100.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

City Comments: Officer Vazquez stated a variance for this violation would not be necessary; the owner either needed to obtain a valid permit or remove the motor from the fence in its entirety. Building Official Martinez testified that the previous permit was voided because the general contractor attempted to apply for the fence permit and the pool equipment permit together, and that was not the proper process.

Respondent: Mr. Homs provided documentation to the Special Magistrate as proof that he paid his permit application fees. Special Magistrate Shepard reviewed the documentation in its entirety and recommended his contractor resubmit according to the City's required process.

Action: Special Magistrate Shepard found there was a violation of **City Municipal Code #9-251 – Building Permits** and ordered the Property to come into compliance in sixty (60) days, July 8, 2022, or a daily fine of \$100.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be

considered a repeat violation.

4. Case: CE-BZ-21-00010

Property Owner: Fernando Homs
Property Address: 2046 Valencia Circle
Parcel No.: 20-25-29-1875-0001-0050
Violation: City Municipal Code #9-251 – *Building Permits*

City Presentation: Officer Carlos Risper presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. An inspection of the Property revealed an unpermitted pool at the rear of the Property. As of today's date, the Property remains non-compliant without a valid City-issued building permit.

Recommendations: Staff recommended that Respondent be given sixty (60) days, until July 8, 2022, to come into compliance by removing the unpermitted pool or obtaining a building permit from the City. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$100.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

City Comments: Officer Risper clarified to the Special Magistrate that there are set back and variance issues associated with this violation as well.

Respondent: Mr. Homs stated he immediately got into contact with his contractor when notified of the violation, and they resubmitted the application and it was disapproved. He testified he was unaware of how long it will take for the board to meet to determine the variance, and he did not believe sixty (60) days would be a reasonable amount of time. He testified the Director of Development Services agreed to allow him to file one (1) variance application for all the violations collectively.

Action: Special Magistrate Shepard found there was a violation of **City Municipal Code #9-251 – Building Permits** and ordered the Property to come into compliance in ninety (90) days by August 8, 2022, or a daily fine of \$100.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be considered a repeat violation.

5. Case: CE-BZ-21-00017

Property Owner: Fernando Homs
Property Address: 2046 Valencia Circle
Parcel No.: 20-25-29-1875-0001-0050
Violation: City Municipal Code #9-251 – *Building Permits*

City Presentation: Officer Carlos Risper presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. An inspection of the Property revealed an unpermitted structure at the rear of the Property. As of today's date, the Property remains non-compliant.

Recommendations: Staff recommended that Respondent be given sixty (60) days, until July 8, 2022, to come into compliance by removing the unpermitted structure or obtaining a building permit from the City. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$100.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

City Comments: Officer Risper clarified to the Special Magistrate that there were additional variance issues associated with this violation.

Respondent: Mr. Homs requested ninety (90) days for compliance.

Special Magistrate Comments: Special Magistrate Shepard reiterated to the Owner that if the variances were denied, he will be required to tear down the structures. He further recommended reaching out to an expert who is well versed in variance and setbacks to assist him.

Action: Special Magistrate Shepard found there was a violation of **City Municipal Code #9-251 – Building Permits** and ordered the Property to come into compliance in ninety (90) days, August 8, 2022, or a daily fine of \$100.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be considered a repeat violation.

6. Case: CE-22-00075

Property Owner: Altanor Investments, LLC
Property Address: 3915 W. Vine Street
Parcel No.: 18-25-29-1982-0001-0010
Violation: LDC Section 14-11-11 – *Prohibited Signs/Abandoned Signs*

City Presentation: Officer Mark Stroop presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. An inspection revealed abandoned business signs on Property. As of today's date, the Property remains non-compliant. Officer Stroop provided a brief history of previous code violations that have existed on the property.

Recommendations: Staff recommended that Respondent be given thirty (30) days, until June 8, 2022, to come into compliance by having the signage removed from the property. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$150.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

City Comments: Officer Stroop testified that a BTR was applied for on September 24, 2020, but the request expired on September 30, 2021, because the requirements were never met. Officer Stroop detailed a City-wide database conversion occurred during this time. Additionally, the change of occupancy and use permit needed to obtain the BTR was never approved. Officer Stroop confirmed a change of use permit was applied for on January 12, 2021, and it expired on

July 17, 2021, due to the lack of official inspections. Officer Vazquez confirmed that multiple other past violations existed upon the property and there is currently a lien on the property for approximately \$14,000.

Respondent: Houda Nor, owner and operator of Altanor Investments, provided sworn testimony. She attested that she applied for a BTR with Osceola County and was told by the County that their BTR sufficed. She wasn't aware she needed a City BTR until Code Enforcement informed her. She was also not aware that she needed to personally request inspections in order to obtain a change of use permit. She was under the impression that once the application was submitted, the City scheduled the required inspections needed for the process to be finalized. Respondent questioned City how she could ask for a reduction of fines that have accrued on other cases.

City Comments: Deputy City Attorney Oded instructed Ms. Nor that she can submit a compelling written request to the City Clerk, who would then forward the request to the City Manager for review and consideration. The City did not believe that thirty (30) days given the totality of the documentation that would need to bring her into full compliance, would be sufficient. The City issued a new recommendation for sixty (60) days.

Action: Special Magistrate Shepard found there was a violation of **LDC Section 14-11-11 – Prohibited Signs/Abandoned Signs** and ordered the Property to come into compliance in sixty (60) days, July 8, 2022, or a daily fine of \$150.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be considered a repeat violation.

7. Case: CE-21-02490

Property Owner: Cheelove Fleurenvillle
Bermann Senat
Property Address: 2118 Agate Street
Parcel No.: 14-25-29-1947-0001-0050
Violation: City Municipal Code #14-6-5(A) – *Fence/Permits*

City Presentation: Officer Will Cruz presented into evidence notices, photos, affidavits, and certified mail information pertaining to the alleged Code violation. An inspection of the Property revealed an unpermitted fence existed on the Property. As of today's date, the Property remains non-compliant without a valid City-issued fence permit.

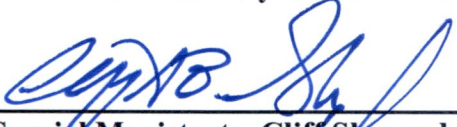
Recommendations: Staff recommended that Respondent be given thirty (30) days, until June 8, 2022, to come into compliance by obtaining a valid building permit for the newly erected fence installed on the Property. As per Section 1-22 of the City Code of Ordinances, if compliance is not obtained, staff recommended a daily fine of \$100.00 for every day the Property remained in violation of City Code. In addition, any future violation of the same ordinance brought before the Special Magistrate will be considered a repeat violation and may be subject to additional fines in accordance with F.S. §162.

City Comments: Officer Cruz clarified that no variance is required for the fence.

Action: Special Magistrate Cliff Shepard found there was a violation of **City Municipal Code #14-6-5(A) – Fence/Permits** and ordered the Property to come into compliance in thirty (30)

days, June 8, 2022, or a daily fine of \$100.00 would be imposed and continue to accrue until the property was brought into compliance with City Code. Any future violation of the same ordinance would be considered a repeat violation.

The meeting of Special Magistrate of the City of Kissimmee, Florida has been adjourned at 2:35 P.M. in the City Hall Commission Chambers by Special Magistrate Cliff Shepard.



Special Magistrate, Cliff Shepard
for the City of Kissimmee, Florida



KELVIN SOTO, ESQ. OSCEOLA COUNTY, DATE 10/05/2023 02:17:19 PM
FILE # 2023131617 Bk 6485 Pg 1986 (1 Pgs) REC FEES \$10.00

NOTICE OF CLAIM OF MUNICIPAL LIEN

For: 2046 Valencia Circle, Kissimmee FL 34741

Parcel ID: 20-25-29-1875-0001-0050

Property Owner: Fernando Homs

Notice is hereby given that the City of Kissimmee, a Florida Municipal Corporation (hereinafter, the "City") claims a lien on the above-referenced Property.

This Lien is imposed pursuant to a Finding of Fact and Conclusion of Law and Order rendered by the City of Kissimmee Code Enforcement Special Magistrate on May 09 2022, in City of Kissimmee Code Enforcement Case # BZ-21-0007/00010/00017 (the "Case"). The undersigned acknowledges and attests that a Lien be placed upon the Property. This Lien shall not be released until all fines accrued in accordance with the findings in the Case have been satisfied or discharged by the City.

Dated: October 04 2023

CITY OF KISSIMMEE

Linda S. Hansell

City Clerk or Designee

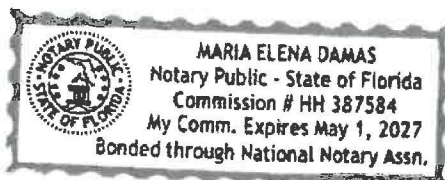
(SEAL)



STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on October 04 2023 by means of ☒ physical presence or ☐ online notarization, by Linda S. Hansell as City Clerk or Designee for the City of Kissimmee, a Florida Municipal Corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Maria E. Damas

Print Name: Maria E. Damas



CITY OF KISSIMMEE

Office of the City Clerk
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

TRANSMITTAL

DATE: October 16, 2023

TO: Fernando Homs
14501 Tabago Bay Drive
Winter Garden, FL 34787

FROM: City of Kissimmee
City Clerk's Office
101 Church Street
Kissimmee, FL 34741

SUBJECT: **Claim of Lien – Case #: BZ-21-0007**
BZ-21-00010
BZ-21-00017
Parcel ID #: 20-25-29-1875-0001-0050
2046 Valencia Circle

Attached please find a copy of the above-mentioned Claim of Lien(s) placed against your property. These lien(s) were filed on October 5, 2023, and returned to our office from the Osceola County Clerk of the Courts Recording Division.

If you have any questions or you would like a current pay-off on this lien(s), please contact the Code Enforcement Department at 407-518-2133.

COPY: Mark Vazquez, Code Enforcement Manager



21 OCT 2023PM 3L

FIRST-CLASS MAIL
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10/19/2023 ZIP 34741
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Fernando Homs
2046 Valencia Circle
Kissimmee, Florida 34741

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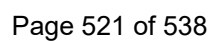
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CITY OF KISSIMMEE

Office of the City Clerk
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

May 18, 2022

Fernando Homs
2046 Valencia Circle
Kissimmee, FL 34741

RE: Case #: CE-BZ-21-00007
Parcel ID: 20-25-29-1875-0001-0050

Dear: Owner and/or Occupant

Attached is a copy of the Finding of Fact, Conclusion of Law and Order issued by the Special Magistrate on May 9, 2022.

If you wish to appeal the ruling of the Special Magistrate, you must file your appeal with the Circuit Court of Osceola County within thirty (30) days of the date of this Order (Ch. 162.11, Florida Statutes).

Sincerely,

TAMEARA R. CRESPO
CLERK TO THE SPECIAL MAGISTRATE
FOR THE CITY OF KISSIMMEE, FLORIDA
101 Church Street
Kissimmee, FL 34741

Enclosure: As stated

**BEFORE THE SPECIAL MAGISTRATE
OF THE CITY OF KISSIMMEE, FLORIDA**

CITY OF KISSIMMEE,

Case Number: CE-BZ-21-00007

vs.

Fernando Homs
Respondent,

Owner of the Property located at:
2046 Valencia Circle
Parcel ID#: 20-25-29-1875-0001-0050

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND
ORDER (FIRST VIOLATION)**

On May 9, 2022, the undersigned Special Magistrate heard the matter of the CITY OF KISSIMMEE ("City") vs. FERNANDO HOMES ("Respondent"), which matter involved an alleged violation of City Code Section #9-251 – *Building Permits*, for construction of an additional garage without a valid permit at the front of 2046 Valencia Circle, Kissimmee, FL 34741 (the "Property"). As a result of the hearing ("Hearing"), the Special Magistrate issues this Order.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Based upon the evidence and testimony presented at the Hearing, the undersigned finds:

1. The violation occurred at the Property assigned with Parcel ID#: 20-25-29-1875-0001-0050. The Property is legally owned by Respondent. City asserted violation of City Code Section #9-251 – *Building Permits*.
2. Documentary evidence and sworn testimony were received and considered by the undersigned Special Magistrate.
3. Respondent was provided a Notice of Violation in accordance with Section 2-3-13 of the City Code and consistent with Sections 162.06 and 162.12, Florida Statutes. Respondent was provided a Notice of Hearing in accordance with Section 2-3-13 of the City Code and consistent with Sections 162.06 and 162.12, Florida Statutes. No objections were made by Respondent or any other person regarding receipt of notice or otherwise.
4. The City met all notice and other Due Process requirements in accordance with Chapter 162, Florida Statutes, including those for the Hearing.
5. City Code Enforcement staff was present, provided sworn testimony and submitted evidence to the Special Magistrate at the Hearing. The Respondent was present to speak and provided sworn testimony at the Hearing.

6. The violation of City Code Section #9-251 – *Building Permits* existed on the Property on the date alleged by the City and Respondent was provided a reasonable amount of time prior to the Hearing to correct said violation.

7. Respondent failed to timely correct the violation prior to the Hearing.

8. At the conclusion of the presentation of evidence, the Parties were allowed to present closing arguments to summarize their respective positions as to the charges under consideration by the Special Magistrate.

9. Based on the testimony and evidence presented, Respondent violated City Code Section #9-251 – *Building Permits*, by constructing an additional garage on the Property without a valid permit.

10. The City has proven a violation of City Code Section #9-251 – *Building Permits*, by the requisite standard of proof.

ORDER:

NOW, THEREFORE, based upon the foregoing facts and conclusions, and upon the testimony and evidence submitted for consideration, and the Special Magistrate being otherwise fully advised regarding this matter, it is found, determined, and ordered:

1. Respondent is given ninety (90) days, until August 8, 2022, to come into compliance by obtaining a permit for the additional garage located at the front of the Property. **Respondent shall be responsible to provide notice of correction of said violation to the City's Code Enforcement Department to be found in compliance.**

2. If Respondent fails to correct the violation(s) within the time period set forth herein, a fine will be entered in the amount of **ONE HUNDRED DOLLARS (\$100.00)** per day commencing on **August 9, 2022** and will continue to accrue until the property is brought back into compliance with City Code.

3. Future violations of City Code Section #9-251 – *Building Permits* for construction of an additional garage on the Property without a valid permit shall be classified as a repeat violation.

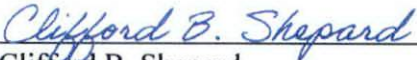
4. These findings shall be binding upon the Property. A certified copy of this Order may be recorded in the public records of Osceola County, Florida, and shall constitute notice to any subsequent purchasers, successors in interest, or assigns to the Property.

5. All future recurrence(s) of any violation(s) addressed herein shall necessitate further proceedings before the Special Magistrate. While the Code Enforcement Officer shall give Respondent notice of the repeat violation, the Code Enforcement Officer is not required to provide Respondent a reasonable time to correct such repeat violation(s). The Special Magistrate, upon finding that such repeat violation(s) exist(s), may impose a fine not to exceed Five Thousand Dollars (\$5,000.00) for each day a repeat violation continues, beginning with the date the repeat violation is found to have occurred by the Code Enforcement Officer.

DONE AND ORDERED on the date below written.

DATED this 17th day of May, 2022

**SPECIAL MAGISTRATE FOR THE CITY OF
KISSIMMEE, FLORIDA**


Clifford B. Shepard

Original filed with:
Ms. Shawnta Dillard
Code Enforcement Secretary
101 Church Street. Suite 110
Kissimmee, Florida 34741

I HEREBY CERTIFY that on the 18th day of May 2022, a true and correct copy of the above and foregoing Order was furnished to Respondent(s) standard USPS mail at the below-listed address.


TAMEARA R. CRESPO
CLERK TO THE SPECIAL MAGISTRATE
FOR THE CITY OF KISSIMMEE, FLORIDA
101 Church Street
Kissimmee, Florida 34741

Copies provided to:
Fernando Homs
2046 Valencia Circle
Kissimmee, FL 34741

City Attorney
101 Church St.
Kissimmee, FL 34741

Fernando Homs
14501 Tabago Bay Drive
Winter Garden, FL 34787



CITY OF KISSIMMEE

Office of the City Clerk
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

May 18, 2022

Fernando Homs
2046 Valencia Circle
Kissimmee, FL 34741

RE: Case #: CE-BZ-21-00010
Parcel ID: 20-25-29-1875-0001-0050

Dear: Owner and/or Occupant

Attached is a copy of the Finding of Fact, Conclusion of Law and Order issued by the Special Magistrate on May 9, 2022.

If you wish to appeal the ruling of the Special Magistrate, you must file your appeal with the Circuit Court of Osceola County within thirty (30) days of the date of this Order (Ch. 162.11, Florida Statutes).

Sincerely,

TAMEARA R. CRESPO
CLERK TO THE SPECIAL MAGISTRATE
FOR THE CITY OF KISSIMMEE, FLORIDA
101 Church Street
Kissimmee, FL 34741

Enclosure: As stated

**BEFORE THE SPECIAL MAGISTRATE
OF THE CITY OF KISSIMMEE, FLORIDA**

CITY OF KISSIMMEE,

Case Number: CE-BZ-21-00010

vs.

Fernando Homs
Respondent,

Owner of the Property located at:
2046 Valencia Circle
Parcel ID#: 20-25-29-1875-0001-0050

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND
ORDER (FIRST VIOLATION)**

On May 9, 2022, the undersigned Special Magistrate heard the matter of the CITY OF KISSIMMEE ("City") vs. FERNANDO HOMES ("Respondent"), which matter involved an alleged violation of City Code Section #9-251 – *Building Permits*, for constructing a pool without a valid permit on property located at 2046 Valencia Circle, Kissimmee, FL 34741 (the "Property"). As a result of the hearing ("Hearing"), the Special Magistrate issues this Order.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Based upon the evidence and testimony presented at the Hearing, the undersigned finds:

1. The violation occurred at the Property assigned with Parcel ID#: 20-25-29-1875-0001-0050. The Property is legally owned by Respondent. City asserted violation of City Code Section #9-251 – *Building Permits*.
2. Documentary evidence and sworn testimony were received and considered by the undersigned Special Magistrate.
3. Respondent was provided a Notice of Violation in accordance with Section 2-3-13 of the City Code and consistent with Sections 162.06 and 162.12, Florida Statutes. Respondent was provided a Notice of Hearing in accordance with Section 2-3-13 of the City Code and consistent with Sections 162.06 and 162.12, Florida Statutes. No objections were made by Respondent or any other person regarding receipt of notice or otherwise.
4. The City met all notice and other Due Process requirements in accordance with Chapter 162, Florida Statutes, including those for the Hearing.
5. City Code Enforcement staff was present, provided sworn testimony and submitted evidence to the Special Magistrate at the Hearing. The Respondent was present to speak and provided sworn testimony at the Hearing.

6. The violation of City Code Section #9-251 – *Building Permits* existed on the Property on the date alleged by the City and Respondent was provided a reasonable amount of time prior to the Hearing to correct said violation.

7. Respondent failed to timely correct the violation prior to the Hearing.

8. At the conclusion of the presentation of evidence, the Parties were allowed to present closing arguments to summarize their respective positions as to the charges under consideration by the Special Magistrate.

9. Based on the testimony and evidence presented, Respondent violated City Code Section #9-251 – *Building Permits*, by constructing a pool without a valid permit on the Property.

10. The City has proven a violation of City Code Section #9-251 – *Building Permits*, by the requisite standard of proof.

ORDER:

NOW, THEREFORE, based upon the foregoing facts and conclusions, and upon the testimony and evidence submitted for consideration, and the Special Magistrate being otherwise fully advised regarding this matter, it is found, determined, and ordered:

1. Respondent is given ninety (90) days, until August 8, 2022, to come into compliance by obtaining a permit for the pool constructed on the Property. **Respondent shall be responsible to provide notice of correction of said violation to the City's Code Enforcement Department to be found in compliance.**

2. If Respondent fails to correct the violation(s) within the time period set forth herein, a fine will be entered in the amount of **ONE HUNDRED DOLLARS (\$100.00)** per day commencing on **August 9, 2022** and will continue to accrue until the property is brought back into compliance with City Code.

3. Future violations of City Code Section #9-251 – *Building Permits* for constructing a pool without a valid permit on the Property shall be classified as a repeat violation.

4. These findings shall be binding upon the Property. A certified copy of this Order may be recorded in the public records of Osceola County, Florida, and shall constitute notice to any subsequent purchasers, successors in interest, or assigns to the Property.

5. All future recurrence(s) of any violation(s) addressed herein shall necessitate further proceedings before the Special Magistrate. While the Code Enforcement Officer shall give Respondent notice of the repeat violation, the Code Enforcement Officer is not required to provide Respondent a reasonable time to correct such repeat violation(s). The Special Magistrate, upon finding that such repeat violation(s) exist(s), may impose a fine not to exceed Five Thousand Dollars (\$5,000.00) for each day a repeat violation continues, beginning with the date the repeat violation is found to have occurred by the Code Enforcement Officer.

DONE AND ORDERED on the date below written.

DATED this 17th day of May, 2022

**SPECIAL MAGISTRATE FOR THE CITY OF
KISSIMMEE, FLORIDA**

Clifford B. Shepard

Clifford B. Shepard

Original filed with:

Ms. Shawnta Dillard
Code Enforcement Secretary
101 Church Street, Suite 110
Kissimmee, Florida 34741

I HEREBY CERTIFY that on the 18th day of May 2022, a true and correct copy of the above and foregoing Order was furnished to Respondent(s) standard USPS mail at the below-listed address.

Jamena R. Crespo

JAMEARA R. CRESPO
CLERK TO THE SPECIAL MAGISTRATE
FOR THE CITY OF KISSIMMEE, FLORIDA
101 Church Street
Kissimmee, Florida 34741

Copies provided to:

Fernando Homs
2046 Valencia Circle
Kissimmee, FL 34741

City Attorney
101 Church St.
Kissimmee, FL 34741

Fernando Homs
14501 Tabago Bay Drive
Winter Garden, FL 34787



CITY OF KISSIMMEE

Office of the City Clerk
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

May 18, 2022

Fernando Homs
2046 Valencia Circle
Kissimmee, FL 34741

RE: Case #: CE-BZ-21-00017
Parcel ID: 20-25-29-1875-0001-0050

Dear: Owner and/or Occupant

Attached is a copy of the Finding of Fact, Conclusion of Law and Order issued by the Special Magistrate on May 9, 2022.

If you wish to appeal the ruling of the Special Magistrate, you must file your appeal with the Circuit Court of Osceola County within thirty (30) days of the date of this Order (Ch. 162.11, Florida Statutes).

Sincerely,

TAMEARA R. CRESPO
CLERK TO THE SPECIAL MAGISTRATE
FOR THE CITY OF KISSIMMEE, FLORIDA
101 Church Street
Kissimmee, FL 34741

Enclosure: As stated

**BEFORE THE SPECIAL MAGISTRATE
OF THE CITY OF KISSIMMEE, FLORIDA**

CITY OF KISSIMMEE,

Case Number: CE-BZ-21-00017

vs.

Fernando Homs
Respondent,

Owner of the Property located at:
2046 Valencia Circle
Parcel ID#: 20-25-29-1875-0001-0050

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND
ORDER (FIRST VIOLATION)**

On May 9, 2022, the undersigned Special Magistrate heard the matter of the CITY OF KISSIMMEE ("City") vs. FERNANDO HOMES ("Respondent"), which matter involved an alleged violation of City Code Section #9-251 – *Building Permits*, for erecting a structure without a valid permit at the rear of 2046 Valencia Circle, Kissimmee, FL 34741 (the "Property"). As a result of the hearing ("Hearing"), the Special Magistrate issues this Order.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Based upon the evidence and testimony presented at the Hearing, the undersigned finds:

1. The violation occurred at the Property assigned with Parcel ID#: 20-25-29-1875-0001-0050. The Property is legally owned by Respondent. City asserted violation of City Code Section #9-251 – *Building Permits*.
2. Documentary evidence and sworn testimony were received and considered by the undersigned Special Magistrate.
3. Respondent was provided a Notice of Violation in accordance with Section 2-3-13 of the City Code and consistent with Sections 162.06 and 162.12, Florida Statutes. Respondent was provided a Notice of Hearing in accordance with Section 2-3-13 of the City Code and consistent with Sections 162.06 and 162.12, Florida Statutes. No objections were made by Respondent or any other person regarding receipt of notice or otherwise.
4. The City met all notice and other Due Process requirements in accordance with Chapter 162, Florida Statutes, including those for the Hearing.
5. City Code Enforcement staff was present, provided sworn testimony and submitted evidence to the Special Magistrate at the Hearing. The Respondent was present to speak and provided sworn testimony at the Hearing.

6. The violation of City Code Section #9-251 – *Building Permits* existed on the Property on the date alleged by the City and Respondent was provided a reasonable amount of time prior to the Hearing to correct said violation.

7. Respondent failed to timely correct the violation prior to the Hearing.

8. At the conclusion of the presentation of evidence, the Parties were allowed to present closing arguments to summarize their respective positions as to the charges under consideration by the Special Magistrate.

9. Based on the testimony and evidence presented, Respondent violated City Code Section #9-251 – *Building Permits*, by failing to properly obtain a permit for the structure located on the rear Property.

10. The City has proven a violation of City Code Section #9-251 – *Building Permits*, by the requisite standard of proof.

ORDER:

NOW, THEREFORE, based upon the foregoing facts and conclusions, and upon the testimony and evidence submitted for consideration, and the Special Magistrate being otherwise fully advised regarding this matter, it is found, determined, and ordered:

1. Respondent is given ninety (90) days, until August 8, 2022, to come into compliance by obtaining a permit for the pool constructed on the Property. **Respondent shall be responsible to provide notice of correction of said violation to the City's Code Enforcement Department to be found in compliance.**

2. If Respondent fails to correct the violation(s) within the time period set forth herein, a fine will be entered in the amount of **ONE HUNDRED DOLLARS (\$100.00)** per day commencing on **August 9, 2022** and will continue to accrue until the property is brought back into compliance with City Code.

3. Future violations of City Code Section #9-251 – *Building Permits* for erecting structure without a valid permit at the rear of the Property shall be classified as a repeat violation.

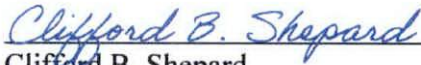
4. These findings shall be binding upon the Property. A certified copy of this Order may be recorded in the public records of Osceola County, Florida, and shall constitute notice to any subsequent purchasers, successors in interest, or assigns to the Property.

5. All future recurrence(s) of any violation(s) addressed herein shall necessitate further proceedings before the Special Magistrate. While the Code Enforcement Officer shall give Respondent notice of the repeat violation, the Code Enforcement Officer is not required to provide Respondent a reasonable time to correct such repeat violation(s). The Special Magistrate, upon finding that such repeat violation(s) exist(s), may impose a fine not to exceed Five Thousand Dollars (\$5,000.00) for each day a repeat violation continues, beginning with the date the repeat violation is found to have occurred by the Code Enforcement Officer.

DONE AND ORDERED on the date below written.

DATED this 17th day of May, 2022

**SPECIAL MAGISTRATE FOR THE CITY OF
KISSIMMEE, FLORIDA**


Clifford B. Shepard

Original filed with:
Ms. Shawnta Dillard
Code Enforcement Secretary
101 Church Street, Suite 110
Kissimmee, Florida 34741

I HEREBY CERTIFY that on the 18th day of May 2022, a true and correct copy of the above and foregoing Order was furnished to Respondent(s) standard USPS mail at the below-listed address.


TAMEARA R. CRESPO
CLERK TO THE SPECIAL MAGISTRATE
FOR THE CITY OF KISSIMMEE, FLORIDA
101 Church Street
Kissimmee, Florida 34741

Copies provided to:

Fernando Homs
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Kissimmee, FL 34741

Fernando Homs
14501 Tabago Bay Drive
Winter Garden, FL 34787



06/08/2022 06:18



Nov 18, 2021 at 1:07:48 PM
342° N
Valencia Cir





ITEM 8.B

Advisory Board Vacancy: Board of Adjustment

Request

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

Explanation

The City was notified of the passing of Board Member, Stephen Fisher creating a vacancy on the Board of Adjustment. The remaining term for that vacancy will expire on May 31, 2025. Seat # 4 has been assigned this vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Commissioner Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 4 -Martinez <i>*No applications on file*</i>	02/06/2024	03/05/2024	Board of Adjustment	05/31/2025	Member may be a City resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

After holding a discussion, staff recommends the Commission make an appointment to fill the vacancy on the Board of Adjustment.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

None